

SCREEN ACTORS GUILD, INC.

2006 - 2008 Extension to the 2003 Utah Limited Letter of Adherence for Commercials

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**SCREEN ACTORS GUILD, INC.
UTAH LIMITED LETTER
OF ADHERENCE FOR COMMERCIALS**

October 30, 2003 - October 29, 2006, as extended through October 29, 2008

By signing this Limited Letter of Adherence, the undersigned agrees to be bound to the 2006 Extension to the 2003 Utah Limited Letter of Adherence For Commercials, and to the 2006 Extension to the 2003 Screen Actors Guild Commercials Contract. By delivery to Screen Actors Guild this signed Limited Letter of Adherence, the undersigned shall be deemed to have executed and agreed to each of the agreements. The undersigned represents that it has received a copy of each of the agreements referenced above and has read and is familiar with all terms and conditions of said agreements.

I. PURPOSE

This is a limited letter of adherence negotiated locally, applicable only to commercials produced and broadcast as described in Section III. GEOGRAPHIC SCOPE AND JURISDICTION, herein. This contract modifies certain terms and conditions of the national Screen Actors Guild 2003 Commercials Contract., as extended. Only those terms and conditions that are expressly mentioned herein are modified by this Agreement. Terms or conditions that are not specified within this Agreement are unchanged and the applicable provision(s) of the national contract shall govern.

II. PAYMENT OF FEES INCLUDING PENSION & HEALTH CONTRIBUTION

The Producer/Advertising Agency signatory hereto agrees to make all payments of session fees, use and reuse fees, and a 14.8% Pension and Health contribution on all compensation amounts due under this Agreement.

III. GEOGRAPHIC SCOPE AND JURISDICTION

The Screen Actors Guild 2003 – 2006, Utah Limited Letter of Adherence, as extended through October 29, 2008 herein, shall apply to television commercials which are produced in Utah and broadcast from within any of the following states: Idaho and Utah.

IV. SESSION AND USE FEES

It is agreed that the following minimum rates shall apply to commercials produced for and exhibited on television in any or all of the states enumerated in Section III., GEOGRAPHIC SCOPE AND JURISDICTION, hereof.

Payment of all session fees shall be posted not later than twelve (12) working days after the date of first session. The payment of reuse fees, except as provided under Section VI. HOLDING FEES herein, shall be posted not later than 15 working days after the start date of the use cycle.

A. TELEVISION COMMERCIAL RATES FOR USE BOTH AS PROGRAM COMMERCIALS AND WILD SPOTS UP TO THREE MINUTES IN LENGTH.

1. Telecast From Salt Lake City, or From Three Cities or Less Within The Region

ON CAMERA VOICE OVER

PRINCIPAL \$384.00 \$269.00

Minimum fee per commercial for both session and first cycle of use.

ON CAMERA VOICE OVER

SINGERS/DANCERS

\$246.00 \$160.00

Two or more singers/dancers
minimum fees per commercial for both session and
first cycle of use.

EXTRAS \$169.00

Apply to the first five (5) extras hired within 100 miles of the center of Salt Lake City, Utah for each commercial.

HAND MODELS

\$297.00

TAGS* \$ 93.00 \$ 74.00

2. Telecast From More Than Three Cities Within The Region

ON CAMERA VOICE OVER

PRINCIPAL \$480.00 \$358.00

Minimum fee per commercial for both session and first cycle of use

SINGERS/DANCERS

\$345.00 \$200.00

Two or more singers/dancers
Minimum fee per commercial for both session and first cycle of use

EXTRAS \$169.00

Apply to the first five (5) extras hired within 100 miles of the center of Salt Lake City, Utah for each commercial.

HAND MODELS

\$372.00

TAGS* \$135.00 \$ 101.00

*When a performer is called for the sole purpose of making tags, he or she shall be paid a session fee, and the above indicated rate for each tag made beyond one; provided the performer is paid use fees for each separate commercial to which the tag is attached, use fees for tags shall be payable on the basis of one commercial.

B. UPGRADING

1. Upgrading Within This Limited Letter Agreement

It is understood that if Producer/Advertising Agency pays the fees provided for one area as provided in Subsection A.1. above, and then upgrades the market area to include additional market areas within the jurisdiction described in Section A.2. above, Producer/Advertising Agency will pay an upgrade fee equal to the difference in the rates provided above.

2. Upgrading To A National Market

It is understood that if the Producer/Advertising Agency wishes to upgrade the market areas to include commercial broadcast in regions outside the jurisdiction of this Limited Letter Agreement as defined in Section III. GEOGRAPHIC SCOPE AND JURISDICTION above, the governing rates, terms, and conditions shall not be less than those in the 2003 Screen Actors Guild Commercials Contract, provided prior written consent is obtained from each principal performer.

C. PREPAID USE

1. One Year Prepaid Use

It is agreed the Producer and/or Advertising Agency may acquire the right to use the commercial for a period of one (1) year from the date of recording upon prepayment of a use fee equal to two (2) times the first use cycle payment in all categories. Such one year prepaid use must be purchased in advance of the first airing of the commercial, and no later than twelve (12) working days after the first session date. Otherwise the prepaid rates will not apply and Producer/ Advertising Agency must pay full reuse fees and/or reinstatement fees.

2. Twenty-One (21) Months Prepaid Use

The Producer/Advertising Agency may acquire the right to use the commercial for twenty-one months (the maximum period of use) from the date of recording upon prepayment of a use fee equal to four (4) times the first cycle payment in all categories. Such maximum periods of prepaid use must be purchased in advance of the first airing of the commercial, and not later than twelve (12) working days after the first session date. Otherwise the prepaid rates will not apply and Producer/ Advertising Agency must pay full reuse and/or reinstatement fees. No additional maximum period of prepaid use may be acquired under this section.

D. SHORT-TERM BUY RETAIL COMMERCIALS

1. Six (6) Weeks Consecutive Use

	ON CAMERA	VOICE OVER
PRINCIPAL	\$364.00	\$277.00
Minimum fee per commercial		
SINGERS/DANCERS		
	\$209.00	\$139.00
Two or more singers/dancers Minimum fee per commercial		
EXTRAS	\$169.00	

Apply to the first five (5) extras hired within 100 miles of the center of Salt Lake City, Utah for each commercial.

HAND MODELS \$282.00

The above rates provide for up to a four (4) hour on camera session and for two (2) hours off camera. Overtime for on camera performers shall be paid in half-hour units at the rate of \$48.00 per half hour or any part thereof for principal performers and at the rate of \$25.00 per half hour or any part thereof for singers/dancers.

Employment of extras is for eight (8) hours under standard overtime provisions (Paragraph "F" of this section).

2. Four (4) Weeks Consecutive Use

	ON CAMERA	VOICE OVER
PRINCIPAL	\$282.00	\$223.00
Minimum fee per commercial		
SINGERS / DANCERS		
	\$167.00	\$125.00
Two or more singers/dancers Minimum fee per commercial		
EXTRAS	\$169.00	

Apply to the first five (5) extras hired within 100 miles of the center of Salt Lake City, Utah for each commercial.

HAND MODELS \$220.00

The above rates provide for up to a four (4) hour on camera session and for two (2) hours off camera. Overtime for on camera performers shall be paid

in half-hour units at the rate of \$48.00 per half hour or any part thereof for principal performers and at the rate of \$25.00 per half hour or any part thereof for singers/dancers.

Employment of extras and hand models is for eight (8) hours under standard overtime provisions (Paragraph "F" of this section).

3. Notification

Performers shall be notified at the time of audition and employment that the commercial is intended for "Short-Term Buy." The use cycle of 6 weeks or 4 weeks commences upon the date of first sessions.

4. Limited To One Short-Term Cycle

This Short-Term Buy is limited to only one (1) Short-Term Cycle of either 4 weeks or 6 weeks at the above rates. Use beyond the Short-Term Cycle must be paid at the regular full 13-week cycle rates without crediting of fees previously paid, and Producer/Advertising Agency agrees that all reinstatement provisions shall apply.

E. NON-AIR COMMERCIALS

It is agreed that Non-Air television commercials may be produced at the following rates:

	ON CAMERA	VOICE OVER
PRINCIPAL	\$314.00	\$192.00
Minimum fee per commercial		
SINGERS/DANCERS		
	\$230.00	\$116.00
Two or more singers/dancers Minimum fee per commercial		
EXTRAS	\$169.00	

Apply to the first five (5) extras hired within 100 miles of the center of Salt Lake City, Utah for each commercial.

HAND MODELS \$257.00

Such commercials may not be broadcast without the written consent of each performer and bargaining for an employment contract which does not allow crediting of the fees for Non-Air use previously paid.

F. OVERTIME

It is understood that overtime shall be paid to all on camera performers for each hour or part thereof beyond eight (8), except as provided in Section IV. D. SHORT-TERM BUY RETAIL COMMERCIALS, and Section VI. STUDIO ZONES AND TRAVELTIME of this Agreement. The rate of overtime pay shall be at time and one-half for the ninth and tenth hours and at double time for hours beyond ten, paid in hourly units. Any

fractions of an hour shall be paid as one (1) hour.

It is understood that voice over talent or off camera performers are paid on the basis of a two-hour session per commercial. Additional time beyond the allowable session shall result in a payment of an additional session fee.

G. SATURDAY & SUNDAY WORK

For work on Saturday, the Performer shall receive time and one-half. If work on Saturday is necessary by reason of difficulty in obtaining access to the object or place such as a public building to be photographed, the union will not unreasonably withhold the granting of a waiver of the premium pay required under this provision. For work on Sunday, the Performer shall receive double time.

H. WORK ON HOLIDAYS

If a performer works on any of the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, July Fourth, Labor Day, Thanksgiving Day, or Christmas he or she shall receive double what he or she would receive for a week day. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.

I. CONSECUTIVE EMPLOYMENT

Under the jurisdiction of this Utah Limited Letter Agreement, consecutive employment provisions may be waived in order to accommodate production scheduling on a full-day basis provided the performer is notified of such intent at the time of hiring and that the performer's work days are guaranteed.

V. HOLDING FEES

A. TIME OF USE PAYMENTS

It is agreed that the concept of holding fees is waived under this Limited Letter Agreement. If the Producer/Advertising Agency wishes to broadcast a commercial beyond the first 13-week cycle, reuse payment shall be due no later than the last day of the current and previously paid cycle.

B. REINSTATEMENT

If the Producer/Advertising Agency fails to pay the reuse payment prior to the end of the current use cycle, the Producer/Advertising Agency shall lose all rights to reuse the commercial beyond this current use cycle. If Producer/Advertising Agency wishes to reinstate the right to broadcast the commercial, Producer/Advertising Agency must obtain the written permission of the performer which should be in the form of a contract, and by paying not less than one hundred fifty percent (150%) of the applicable session and use payment due. The performer's written permission, granting reinstatement, must be filed in the Southwest Regional Guild office within five (5) working days of the date of the performer's signature.

VI. STUDIO ZONES AND TRAVEL TIME

A. BOUNDARIES

The Studio Zone is defined as any place within thirty (30) miles of the State Capitol Building.

B. TRAVEL TIME OUTSIDE THE LOCAL STUDIO ZONE

Travel time occurring on a work day, outside the Local Studio Zone, but within Utah, inasmuch as it constitutes work time beyond the allowable session hours, shall be paid at twelve dollars (\$12.00) for each fifteen (15) minutes paid in quarter-hour units computed from the Zone Center to the place of reporting and from the place of reporting back to the Zone Center.

If the Producer/Advertising Agency is providing transportation to a location outside the Local Studio Zone, but within the state of Utah, then such travel time shall be calculated from the time and place of reporting to the location and from location back to the place of reporting. The performer shall not be dismissed at location.

Travel time for extra performers, outside the Local Studio Zone (VII above) in as much as it constitutes work time beyond the allowable session hours, shall be paid at twenty-one dollars (\$21.00) per hour.

C. TRAVEL OUTSIDE A STATE

Interstate travel within the Geographic Scope defined in Section IV shall be calculated and paid as provided by the national 2003 Screen Actors Guild Commercials Contract.

Except as provided in subsection C above, travel time under this Section VII. STUDIO ZONES AND TRAVEL TIME shall not constitute overtime.

VII. EXTRA PERFORMERS AND HAND MODELS

Producer/Advertising Agency recognizes the Union's representation of extra performers. Producer / Advertising Agency agrees that the first ten (10) extras hired for each commercial shall be employed under the terms and conditions of this Limited Letter Agreement. The daily rate for extras shall be \$169.00 per eight (8) hour day, excluding meals. The jurisdiction for extras shall be limited to extra performers hired within 100 miles from the center of Salt Lake City, Utah. Sections V. F. through J. shall apply to extra performers.

Payment to extra performers and hand models is per day or per commercial without additional payment in accordance with this contract.

Exclusions pertaining to extra performers and hand models are: V. C1. & 2. One Year Prepaid Use, V. O. Consecutive Employment; VI B. Reinstatement.

VIII. COMMERCIALS ON CABLE TELEVISION

A. CABLE TRANSMISSION ONLY

Commercials transmitted exclusively on cable television shall be subject to all terms and conditions of this Limited Letter of Adherence.

B. BROADCAST COMMERCIALS SHOWN ON CABLE

Broadcast commercials simultaneously used on local cable transmission shall be paid as follows:

ON CAMERA	OFF CAMERA
\$64.00/per cycle	\$42.00/per cycle

IX. CONTRACTS WITH THIRD PARTIES

Other than as provided in the provisions regarding "Transfer of Rights" herein and in the national Screen Actors Guild 2003 Commercials Contract, the signator shall not be responsible to Screen Actors Guild or Screen Actors Guild members for a breach or violation of this Contract by a third party to whom the signator sold, leased or otherwise disposed of a commercial produced under this Limited Letter Agreement, if the signator in his or her agreement with the third party has included a provision expressly for the benefit of Screen Actors Guild and Screen Actors Guild members, requiring such third party to abide by all the provisions of this Contract, including the arbitration procedures, with respect to such commercials. Such provision shall be substantially as follows, or words to the same effect.

" _____ (Insert Third Party) agrees with _____ (Signator) that all television commercials covered by this agreement are subject to the national Screen Actors Guild 2003 Commercials Contract as modified by the Utah Limited Letter Agreement, and _____ (Third Party) hereby agrees, for the express and direct benefit of the Screen Actors Guild and its members affected thereby to abide by the provisions, including the arbitration, and Pension and Health provisions, of the said Contract with respect to such commercials."

XII. TITLE

This Contract shall be known as the Utah Limited Letter of Adherence for Commercials.

XIII. EFFECTIVE DATE AND TERM OF CONTRACT

This Limited Letter of Adherence shall become effective on the date shown below and shall apply to all commercials made during its term whenever exhibited.

The expiration date of this Limited Letter Agreement shall coincide with the date of expiration of the Screen Actors Guild 2003 Commercials Contract as extended herein and will continue in effect to and including October 29, 2008, and will continue in effect thereafter until terminated by either party by 60 days notice in writing to the other.

Accepted and Agreed:

Producer/Advertising Agency

Screen Actors Guild, Inc.

Date

Date