

COMMERCIALS & INDUSTRIAL FAQS

FREQUENTLY ASKED QUESTIONS

The FAQs are intended to provide brief answers to the more frequently asked questions. For further information regarding any of these topics, please refer to the appropriate section of the Contracts or call the Commercials & Industrial Department for assistance. The telephone numbers for the SAG offices are listed at the end of this summary; the complete text for each of the contracts appears on the SAG website. Rates can be found at the end of the FAQs.

COMMERCIALS CONTRACT

Principal Performers

ENGAGEMENT

Do performers get paid for auditions?

- 1st and 2nd Auditions: No payment is due for the first hour from the call time or arrival time, whichever is later. For each additional half-hour, a performer is entitled to \$37.00.
- 3rd Audition: No payment is due for the first 2 hours as long as 3 or fewer performers are called back per role, and none of those performers is on their first audition. Otherwise, a performer is entitled to \$148.10 for the first 2 hours. For each additional half-hour over 2 hours, \$37.00 is due.
- 4th Audition & thereafter: No payment is due for the first 2 hours as long as 3 or fewer performers are called back per role, and none of those performers is on their first audition. (For each additional half-hour, \$37.00 is due.) Otherwise, a performer is entitled to \$296.10 for the first 4 hours. For each additional half-hour, \$37.00 is due.
- *Remember to use your SAG member ID number, not your Social Security number, to prevent identify theft and to sign in and out. If you are entitled to audition overtime and do not receive a check within 12 business days, contact the SAG office so that a claim can be filed. Do not use "on file" on the audition sign-in sheets. Please be aware that if you do not put down an ID #, you may not be paid. Additionally, Pension and Health contributions are made on audition payments – yet another reason to make sure you are properly compensated.*

What does "clean contract" mean?

On the front of the standard SAG employment contract, there are 4 separate boxes to check if you do not consent to use of your commercial on the Internet, as a dealer commercial, on New Media, and/or on a simulcast. On the reverse side, two separate paragraphs grant rights to producer for foreign and theatrical/industrial use. Although not a contractual term, "clean contract" is used by producers to mean as a condition of employment, that you must grant these rights at the time of booking at scale, *i.e.*, you may not mark your contract by checking off these boxes or crossing out the paragraphs.

In the event that the producer did not acquire these rights at the time of booking, the performer should check the boxes on the front and strike the paragraphs on the back. By doing so, the producer must come back to you and negotiate for these rights. *If there is any question as to whether any of these rights were granted to producer, check with your agent before signing your contract.*

Can a producer require the performer to accept a "clean contract" as a condition of auditioning for a commercial?

No. Performers cannot be required to accept minimum fees as a condition of auditioning. A producer is permitted to state the company's intent to offer a performer the minimum fees; however the producer is obligated to advise the performer at the same time of his/her right to negotiate for better terms and conditions.

What is the difference between a “first refusal” and a “hold”?

When a casting director issues a “first refusal” it means that a final casting decision has not been made; the casting director is requesting that the performer contact him/her before accepting a booking for another job on the same day(s), i.e., giving the original producer the first opportunity to book the person. A “first refusal” is not a booking and the performer has no contractual obligation to get back to the casting director or turn down the second job nor does the producer owe a cancellation fee if the performer is not used. As a professional courtesy, it is suggested that the performer advise the casting director of the second job before accepting the booking.

If a performer has been put on “hold,” the producer has engaged the performer and a cancellation fee is due if the producer cancels the engagement. A cancellation fee would not be paid when a performer is placed on an “avail” and not used.

These terms are not always used properly. If you have a question as to whether you have been definitely booked, you or your agent should ask the casting director, “Is this a booking?”

When is the session payment due for a commercial?

Session payment for a commercial is due 12 business days after the session.

How is overtime paid?

A principal performer receives time-and-one-half for the ninth and tenth hours and double time thereafter, in hourly units. Principal performers receiving more than two times the session fee per commercial per day receive time-and-one-half instead of double time after the tenth hour.

Are session and residual checks for members sent to the Guild?

Normally, session and residual checks are sent to the performer directly, or to whomever the performer has designated on the employment contract (such as to his/her agent). However, checks for Spanish and Asian language commercials, as well as for claims that have been filed, are sent directly to the Guild, and in turn, are forwarded to the performer.

What is the difference between sweetening and multiple tracking (Singers)?

Multiple tracking, which requires an additional 50% of the original fee for solos and duos, is a re-recording over the original track or adding another track, electronically or mechanically, which contains the same material as recorded on the original track. Sweetening, which requires an additional 100% of the original fee for solos and duos, is the addition of a new or variant track over the original track. Group performers are paid an additional 50% of the original fee for unlimited multiple tracking and/or sweetening.



HOLDING FEES

What are holding fees?

Holding fees are paid to a performer in “fixed” cycles, every 13 weeks from the session date, if the producer wishes to retain the rights to air the commercial and wants to hold a performer exclusive to the product. During this 13-week period, a performer cannot accept work in a commercial for a competitive product. For example, if a performer has received a holding fee for a Pepsi commercial, he/she may not accept work for a commercial advertising Coca-Cola during that period of time.

What if a performer does not receive a holding fee?

If the producer has not paid a holding fee to a performer by the first day of the new holding fee cycle, he/she is released from exclusivity and may audition for, and accept employment in, a commercial for a competing product.

Is the producer obligated to send a notice releasing a performer from the commercial?

The producer is not obligated to send a notice releasing a performer from the commercial. If a performer does not receive a holding fee for a new 13-week cycle, the performer has been released from the commercial.

What if the holding fee payment has been postmarked late?

Holding fees are due (and must be postmarked) no later than the first day of the holding fee cycle. There are several choices if the holding fee is not paid on time. The performer may ask for late payment damages and accept the holding fee. Or the performer may reject the holding fee payment and consider him/herself released from exclusivity. Or the performer may reject the holding fee payment and renegotiate the terms of his/her contract pertaining to the commercial if the producer wishes to continue to use it.

How long is a performer "held" to a commercial?

The "maximum period of use" of a commercial is 21 months (a total of seven 13-week holding fee cycles). Provided the producer continues to make timely holding fee payments, the performer is held exclusive to the product for the 21-month period. If the performer (or his/her representative) does not send a timely renegotiation letter, the producer can extend the maximum period of use for an additional 21 months at the same rates as for the original 21 months.

When must a renegotiation notice be sent to the producer (or advertising agency)?

A renegotiation letter must be sent 60 to 120 days (two to four months) prior to the end of the maximum period of use. Check your pay stub to find the end date of the maximum period of use (MPU), and count back 60 to 120 days to establish when you or your agent must send the notice. The letter should be sent to the producer (ad agency) listed on your employment contract. *Sending the letter gives the performer the right to renegotiate new rates or to say he/she does not grant the right to continued use of the commercial. It is advisable to send a copy of the letter to the Guild at the same time.*

If your agent does not send a renegotiation letter, and the commercial is renewed for an additional 21 months at the minimum scale rate, he/she may not take a commission.

RESIDUALS (Use Fees)

When are payments for residuals due?

Residual payments must be postmarked within 15 working days from the first use in a 13-week cycle. However, payment for all Class A uses that occur from Monday through Sunday are due within 15 working days from the following Monday. In the event that payment is not made on time, late payment damages become due.

What is "Class A" use?

This type of use is considered "network broadcast use." If a commercial is running on interconnected stations (a network) in more than 21 cities, or sponsors a program ("This program is brought to you by ...") it constitutes Class A program use. The cycle begins with the first use date and payments are made on a declining rate formula for each use occurring within a 13-week period.

<continued on next page>

For example, the first Class A use is paid at the same rate as the session fee. The second use within the 13-week cycle is \$135.80 for an on-camera performer. Uses #3-13 are paid at \$107.75 each and the 14th and each use thereafter is paid at \$51.65. (Group performers and voice-over performers are paid under a similar formula, with lower rates reflecting their classifications).

What is Wild Spot use?

Wild Spot is a type of use in which a commercial does not air on interconnected stations and does not sponsor a program. Time is bought on individual stations in individual markets or cities. Each market/city is assigned a unit value based on the number of television households and the performer is paid for all units of use within a 13-week cycle.

The Wild Spot payment is due within 15 working days from the start date of the cycle. If the commercial is broadcast in additional cities within the 13-week cycle, the producer may pay for those additional units within 15 working days from the end date of that 13-week cycle.

What are the payments for cable use?

There are two types of residual structures for cable:

1. Broadcast commercial used on cable networks: Cable residuals are based on the total units (up to a maximum of 2000 units) for all cable networks on which the commercial airs during a 13-week cycle. A unit value is assigned to each network based on the number of subscribers. Depending on the number of units, the payment to an on-camera performer will range from a minimum amount of \$592.20 (session fee) to a maximum amount of \$2,836.00. (Group performers and voice-overs are paid under a similar formula with lower rates.) *Holding fees may not be credited against cable use.*
2. Cable-only commercial: When a commercial is produced only for cable use, the formula described in Paragraph 1 above is used to calculate residuals. In cable-only commercials, holding fees are paid and a performer is held exclusive to the product. *Holding fees may not be credited against cable use.* A performer must be advised at the time of audition and/or booking that a commercial is for cable-only. The maximum period of use for a cable-only commercial is limited to one year. The producer must contact the performer and negotiate for any extended use periods.

What are the payments for Internet use?

There are three types of residual payment formulas for a commercial used on the Internet:

1. Commercials "made for" the Internet: There are currently no minimum fees set under the contract for a commercial made directly for the Internet. The producer and the performer are free to bargain fees: session, use, extended editing rights, and exclusivity are all separate areas of negotiation. The performer is not held exclusive for "made for" Internet commercials unless the producer negotiates for this right and pays holding fees. The Pension & Health contribution rate is 15.5%, and is non-negotiable. The producer must fully inform performers, at the time of audition and hire, the anticipated number of commercials, and the anticipated use (websites, viral campaigns, banner ads, etc.)

As of April 1, 2011, the minimum fees for a commercial made directly for the Internet will be the same as a commercial made for initial use on broadcast (see below).

2. 1-Year Use Cycle for broadcast, cable or New Media commercials "moved over" to the Internet: A commercial made for broadcast, cable, or New Media and used subsequently on the Internet requires payment of not less than 350% of the session fee ($3.5 \times \$592.20 = \$2,072.70$) for one year of use. Extending the use beyond the first year for up to 9 remaining months within the 21-month maximum period of use is permitted if the producer pays an additional \$2,072.70. The producer may also elect to use the commercial for a consecutive 8-week cycle for not less than 133% of the applicable session fee. Session or holding fees cannot be credited against Internet use payments. *If performer checks off the "do not consent to Internet use" box on the front of the employment contract, the producer is required to bargain with performer for Internet use rights.*

3. 8-Week Use Cycle for “move over” from broadcast, cable or New Media into the Internet: The 8-week use cycle gives the producer the right to move broadcast, cable or New Media commercials over to the Internet for an 8-week cycle of use for which the performer will be compensated at not less than 133% of the applicable session fee for use. (If you received \$592.20 for your session fee, then the 8-week cycle use payment would be not less than \$787.65.) If the producer wishes to run the commercial for additional consecutive 8-week cycles of use, the performer shall be paid not less than 133% of the applicable session fee for each cycle. If the producer wishes to run the commercial one additional year of use, 350% of the applicable session fee would be due to the performer. This final one-year period of use will be limited to any maximum period of use limitations. Session or holding fees cannot be credited against Internet use payments. *If performer checks off the “do not consent to Internet use” box on the front of the employment contract, the producer is required to bargain with performer for Internet use rights.*

What are the payments for New Media use?

There are three types of residual payment formulas for a commercial used on New Media:

1. Commercials “made for” New Media: There are no minimum fees set under the contract for a commercial made directly for New Media. The producer and the performer are free to bargain fees: session, use, extended editing rights, and exclusivity are all separate areas of negotiation. The performer is not held exclusive for “made for” New Media commercials unless the producer negotiates for this right and pays holding fees. The Pension & Health contribution rate is 15.5%, and is non-negotiable. The producer must fully inform performers, at the time of audition and hire, the anticipated number of commercials, and the anticipated platforms of use (cell phone, iPod, etc.).

As of April 1, 2011, the minimum fees for a commercial made directly for New Media will be the same as a commercial made for initial use on broadcast (see below).

2. 1-Year Use Cycle for broadcast, cable or Internet commercials “moved over” to New Media: A commercial made for broadcast, cable, or the Internet and used subsequently on New Media requires payment of not less than 350% of the session fee ($3.5 \times \$592.20 = \$2,072.70$) for one year of use. Extending the use beyond the first year for up to 9 remaining months within the 21-month maximum period of use is permitted if the producer pays an additional \$2,072.70. The producer may also elect to use the commercial for a consecutive 8-week cycle for not less than 133% of the applicable session fee. Session or holding fees cannot be credited against New Media use payments. *If performer checks off the “do not consent to New Media” box of the front of the employment contract, the producer is required to bargain with performer for New Media use rights.*
3. 8-Week Use Cycle for “move-over” from broadcast, cable or Internet into New Media: The 8-week use cycle gives the producer the right to move broadcast, cable or Internet commercials over to New Media for an 8-week cycle of use for which the performer will be compensated at not less than 133% of the applicable session fee for use. (If you received \$592.20 for your session fee, then the 8-week cycle use payment would be not less than \$787.62.) If the producer wishes to run the commercial for additional consecutive 8-week cycles of use, the performer shall be paid not less than 133% of the applicable session fee for each cycle. If the producer wishes to run the commercial one additional year of use, 350% of the applicable session fee would be due to the performer. This final one-year period of use will be limited to any maximum period of use limitations. Session or holding fees cannot be credited against Internet use payments. *If performer checks off the “do not consent to New Media” box on the front of the employment contract, the producer is required to bargain with performer for New Media use rights.*

What should I do if I don’t believe I’ve been paid properly?

If you see your commercial airing but are not receiving use fees, you should file a claim with the Union. When you do so, it is helpful to provide as much information as possible, including the date of the sighting, the program, the channel, and the time. If you see your commercial on the Internet, take a “screen shot” of it as proof.

What are the penalties if my check is paid late?

In the event of untimely payment, late payment damages are due as follows: \$3.00 per business day up to 25 days or a maximum of \$75.00. Additional damages become due in the event that a claim is filed and full payment is not made within a specified time. *When a payment is not made on time, generally late payment damages are not included in the check unless a claim has been filed by the union. If your payment is made late and late payment damages have not been included in the check, please contact the Guild to file a claim.*

Does a principal performer continue to receive residuals if he/she is edited out of the commercial?

Downgrade. A principal performer is entitled to residuals and may not be downgraded as long as his/her face appears in the commercial. If his/her face does not appear but his/her performance otherwise remains, the performer must be notified of a downgrade and paid a downgrade fee. A downgrade fee is not less than a session fee. Thereafter, the performer will not receive residual payments.

Outgrade. If a principal performer's photography or soundtrack is completely edited out of the final version of the commercial, the performer must be notified of the outgrade. The notification must be made within 60 days after the completion of employment but in no event later than 15 business days after the first use of the commercial. No additional fees or residuals are paid to an outgraded performer.

Would a new commercial be created if the ending were changed?

Under certain circumstances, the beginning and/or ending of a commercial made for a particular advertiser may be changed without creating an additional commercial for residual purposes. The Contract provisions governing this area are complicated and we suggest that you contact your local SAG office for assistance.

Are public service announcements (PSA's) covered by a SAG contract?

Yes, members may not work in a PSA unless the company is signatory to the Commercials Contract. If the union has approved the commercial as a PSA, the session fee and Pension & Health contributions must be paid. However, residuals are waived for a one-year period as long as the performer agrees to such terms. Use for each additional one-year period requires the written consent of both the performers and the union. For these extensions, the performer may (but is not required to) waive additional payment. The producer may not request a use period longer than one year at the time of the original session.

Are Infomercials covered by a SAG contract?

Yes. Please check with the Guild to ensure the company is signed to the Infomercial Agreement before working in the production.



SPANISH LANGUAGE COMMERCIALS

Are there any differences between Spanish Language and English Language commercials in regards to the minimum session fees or working conditions?

No, the minimum session fees and all working conditions for Spanish Language commercials are exactly the same as English Language commercials. All provisions of the contract apply. In addition, if the producer wishes to also hold the Spanish Language performer exclusive to the advertised product in the English Language market, an additional 50% of session and use is paid to the performer.

What are the differences between Spanish Language and English Language residuals?

For Class A or program use residuals, Spanish Language performers receive a per cycle payment rather than a “pay-per-play” structure. The four major Spanish Language networks, Galavisión, Telemondo, Univision, and Telefuturo are either paid as program use or Wild Spot, depending on the media buy. For Wild Spot residuals, the television markets are weighted differently than in the English Language market to account for the cities with large Hispanic populations. For example, Miami has a unit weight of 4 for the English market and a unit weight of 17 for the Spanish market. All cable use payments for Spanish Language commercials are identical to English Language commercials.

Are there any differences between Spanish Language and English Language commercials in how Internet and New Media residuals are calculated?

No, for Spanish Language commercials exhibited on the Internet and New Media, the residual payments are identical to English Language commercials (see pages 4 & 5).

How is foreign use paid on a Spanish Language commercial?

For use in South America and/or Central America and/or Mexico, 4 session fees are due. For use in the Caribbean and/or Puerto Rico, 3 session fees are due. If the producer elects to exhibit the commercial in any country in South America, Central America and/or Mexico IN ADDITION TO any country in the Caribbean and/or Puerto Rico, a total of 4 session fees are due. For use in countries outside of those listed, the residual payments would be the same as an English Language commercial (UK: 3 session fees; Europe: 2 session fees; Japan: 1 session fee; Asian-Pacific countries: 1 session fee; and anywhere else: 1 session fee). For use throughout the entire world, 8 session fees are due. Session and holding fees cannot be credited against foreign use.

How are performers paid when the producer makes a Spanish Language commercial from an English Language commercial?

If the commercial is filmed twice, performers receive two separate session fees, but the commercials are considered one for residual purposes. If the commercial isn't filmed twice and only the voice-over changes, the on-camera performers receive one session fee and one set of residuals.

If performers are asked to translate the script at a session or an audition, do they get paid more?

Yes, an additional 50% of session is paid to any performer asked to provide translation services.

Does SAG monitor the payments for Spanish Language commercials?

Yes, all checks for Spanish Language commercials are sent to the Guild for verification before distribution to the performers. That way, the Guild can file claims for late or improper pay immediately.

2009 COMMERCIALS CONTRACT

RATE SHEET FOR PRINCIPALS

(Effective through 03/31/2012)

2009 Commercials Contract	Principal On-Camera	Principal Off-Camera
Session Fee	\$592.20	\$445.30 (every 2 hours)
Demo Rate	\$444.20	\$222.65
TAGS		
Tag Rate	\$174.75 (2-25) \$97.55 (26-50) \$53.40 (51+)	\$132.45 \$73.50 \$40.05
OVERTIME (Based on scale session fee)		
Straight Time	\$74.03	\$55.66
Time 1/2	\$111.04	\$83.49
Double Time	\$148.05	\$111.32
LATE PAYMENT DAMAGES		
\$3.00 per business day up to \$75.00. (Additional damages apply for continued non-payment)		
WARDROBE		
Non-evening Wear	\$17.65	
Evening Wear	\$29.45	
Uniforms	\$29.45	
Fitting	\$74.03 (per hour)	
MEALS		
Per Diem Allowance	Breakfast \$10.95 Lunch \$16.40 Dinner \$30.25 Total \$57.60	
Meal Period Violations	First & second 1/2 hour \$25.00 Third & each additional 1/2 hour \$50.00	
AUDITIONS		
1 st Audition & 2 nd Audition	After 1 st hour, \$37.00 per 1/2 hour	
3 rd Audition	After first 2 hours, \$37.00 per 1/2 hour if no more than 3 performers called back per role, and none of those performers is on their 1 st audition. Otherwise, \$141.80 for up to 2 hours and \$37.00 per each additional 1/2 hour.	
4 th Audition	After first 2 hours, \$37.00 per 1/2 hour if no more than 3 performers called back per role, and none of those performers is on their 1 st audition. Otherwise, \$296.10 for up to 4 hours and \$37.00 per each additional 1/2 hour.	
ALLOWANCES		
Mileage Allowance	55¢ Per Mile (Current IRS maximum, subject to change)	

Background / Extra Performers

When is the session payment due for a commercial?

Session payment for a commercial is due 12 business days after the session.

How is overtime paid on a commercial?

After 8 hours of work, the 9th and 10th hour are paid at time-and-one-half and all hours after that are paid at double time in hourly units. All hours worked on Saturdays, Sundays or holidays are paid at double time. All overtime for an extra performer is based on the maximum pay the extra performer is receiving on that particular day, i.e., additional compensation for wet, snow, smoke or dust work is added to the daily rate and overtime is based on that new rate.

What is the extra performer's session payment for an Internet-only or New Media-only commercial?

There are currently no minimum fees set under the contract for a commercial made directly for the Internet and/or New Media. The extra performer and the producer are free to bargain a fee. The Pension & Health contribution rate is 15.5% and is non-negotiable. As of April 1, 2011, the minimum fees for a commercial made directly for the Internet and/or New Media will be the same as a broadcast commercial.

What is an "omni"?

An "omni" is defined as atmospheric words or sounds, such as cheering at a sports event, spoken by a group. This falls within the work of an extra performer.

Is there a section on the employment contract to indicate working in smoke?

Yes. The employment contract contains a check-off box indicating work in smoke. Additionally, the producer must provide each performer with a Material Specification Data Sheet (MSDS) no later than the first day of employment when work in smoke is required. An extra performer is entitled to additional compensation in the amount of \$41.75 per day for work in smoke, wet, snow or dust (or any combination of these conditions).

When are meals due? What are the liquidated damages if not fed on time?

The first meal period must be called not later than 6 hours from the call time. All subsequent meal periods are due not later than 6 hours after the termination of the preceding meal period. Damages for violations are \$25.00 for each of the 1st and 2nd half hours and \$50.00 for each ½ hour thereafter.

How does a background performer qualify for an upgrade to principal performer?

There are several ways to qualify for an upgrade to principal performer. Here are the most common:

1. A performer is directed to speak a line (other than omnies); or
2. A performer is performing an identifiable stunt; or
3. A performer is in the (1) foreground, (2) identifiable, and (3) demonstrating or illustrating a product or service or illustrating or reacting to the on/off camera narration or commercial message. (The performer must meet all 3 criteria simultaneously in the spot to qualify for a principal upgrade.)

2009 COMMERCIALS CONTRACT RATE SHEET FOR EXTRAS

2009 Commercials Contract	Extra	Hand-Model
Session Fee Unlimited Use	\$323.00	\$492.90
Initial 13-Week Use	\$187.50	\$327.85
Beyond 13-Week Use	\$241.85	\$355.30
<u>OVERTIME (Based on scale session fee)</u>		
Straight Time	\$40.38	\$61.53
Time ½	\$60.56	\$92.29
Double Time	\$80.75	\$123.05
<u>LATE PAYMENT DAMAGES</u>		
\$2.50 per business day up to \$75.00. (Additional damages apply for continued non-payment)		
<u>WARDROBE</u>		
Non-evening Wear	\$17.95	\$17.95
Evening Wear	\$29.90	\$29.90
Uniforms	\$29.90	\$29.90
Fitting	\$80.75 (covers 2 hours)	\$118.00
<u>MEALS</u>		
<u>Per Diem Allowance</u>	Breakfast \$10.50 Lunch \$15.70 Dinner \$28.95 Total \$55.15	
<u>Meal Period Violations</u>	First & second ½ hour \$25.00 Third & each additional ½ hour \$50.00	
<u>INTERVIEWS/AUDITIONS</u>		
Interviews	1st hour \$0, 2nd hour \$40.38, \$80.75 for each add'l 2 hrs.	\$61.53 per hour
<u>INTEGRATION FEE</u>		
Integration Fee (one-time only fee)	\$323.00	\$492.20
<u>ADJUSTMENTS /ALLOWANCES/OTHER</u>		
Smoke, Dust, Wet	NEED TO BE ADVISED PRIOR TO HIRING - \$41.75 (minimum added to base compensation)	NEED TO BE ADVISED PRIOR TO HIRING - \$41.75 (minimum added to base compensation)
Car Allowance	\$37.65 Per Day Plus Mileage	
Mileage Allowance	\$8, round-trip for mileage in the zone; 55¢ Per Mile for mileage outside the zone	
Prop Allowance	Camera \$5.75 Pet \$24.00 Luggage \$5.75 each piece (includes book bags & briefcase) Golf Clubs & Bag \$12.55 Tennis Racquet \$5.75 (only if not already being paid as part of a tennis wardrobe allowance) Skis \$12.55 (includes poles & boots)	Binoculars or Opera Glasses \$5.75 Large Portable Radio \$5.75 Books \$2.60 each Skate & Skate Boards \$9.45 Bicycle \$12.60 per day Moped \$18.85 per day Laptop, Cell Phone, PDA, or iPod/MP3 Player \$5.75 each

INDUSTRIAL & NON-BROADCAST EDUCATIONAL PROGRAMS

What is an industrial and educational program?

Generally, these are productions for non-broadcast use, including in classrooms, in stores, or DVDs shown in corporate offices or dealer showrooms. They can also be instructional content shown on websites. Behind-the-scenes footage or b-roll footage also falls under the Industrial Contract.

What is the difference between a Category I and Category II Industrial?

Industrial & Educational programs are divided into 2 categories with different rates. Category I programs are designed to train, inform, or promote a product or perform a public relations function and are shown on a restricted, in-house basis only. Category II programs are intended for unrestricted exhibition to the general public and are shown at locations where the products or services are sold, or at public places such as coliseums, railroad stations, air/bus terminals, or shopping centers.

When is the session payment due for an industrial?

Session payment for an industrial is due 30 calendar days after the session.

What are the late payment penalties?

Late fees are \$3.00 a day (excluding Saturdays, Sundays, and holidays) up to 30 days for a maximum of \$90. If the payment is still delinquent after 30 business days, the Guild can send a notice to the producer assessing an additional \$75 and \$5 a day until the payment is made.

How long can the producer use an industrial program?

Category II programs have a term length of 5 years from the date of production. Category I programs can be used indefinitely.

Are performers paid use fees?

There is potential for supplemental use fees. Please contact your local SAG office for specifics.

What is the rate for work on the weekends?

Unlike the Commercials Contract, work on Saturday and/or Sunday under the Industrial Contract is not double-scale. However, it is double-scale for work on the 6th and 7th consecutive day of work.

Are background performers covered under the Industrial Contract?

Yes. Signatory producers must issue SAG employment contracts and pay not less than the minimum fees to the first 10 background performers.

2008 INDUSTRIAL/EDUCATIONAL CONTRACT RATE SHEET

(Effective through 10/31/09)

	<u>Category I</u>	<u>Category II</u>
<u>On-Camera</u>		
Day Performer (including Stunt)	\$ 471.00	\$ 586.00
Half Day Performer (4 hours only; many restrictions apply)	\$ 306.50	\$ 380.50
3-Day Performer	\$1,185.50	\$1,461.50
Weekly Performer (Five days) (Overnight location only, 6-day week)	\$1,654.50	\$2,048.50
	\$1,820.50	\$2,253.50
Dancer, Swimmer, Skater		
Day Solo/Duo	\$ 421.00	\$ 525.00
Group	\$ 352.00	\$ 441.50
3-Day Solo/Duo	\$1,008.00	\$1,261.00
Group	\$ 846.50	\$1,057.50
Weekly Solo/Duo	\$1,681.50	\$2,101.00
Group	\$1,410.00	\$1,763.00
Singers (Day)		
Solo/Duo	\$ 471.00	\$ 586.00
Group	\$ 284.00	\$ 350.50
Step Out	\$ 356.00	\$ 439.50
(For Contractors add 50%)		
<u>On-Camera Narrator/Spokesperson</u>		
First Day	\$ 857.00	\$1,015.00
Each Additional Day	\$ 471.00	\$ 586.00
<u>Off-Camera</u>		
Day Performer (Voice-Over)		
First Hour	\$ 385.50	\$ 429.00
Each Additional 1/2 Hour	\$ 112.50	\$ 112.50
Singer, per hour		
Solo/Duo	\$ 253.00	\$ 284.00
Group	\$ 168.50	\$ 190.50
Step Out	\$ 210.50	\$ 238.50
Contractor – 50% additional		
<u>Background Actors</u>		
General Background Actor	\$ 122.50	\$ 122.50
Special Ability Background	\$ 135.00	\$ 135.00
Silent Bit Background	\$ 229.00	\$ 229.00
<u>Retakes, Voice Over Performers Only</u>		
Entire script, first hour	\$ 385.50	\$ 429.00
Entire script, each additional hour	\$ 112.50	\$ 112.50
Partial script, within 60 days, 30 min. session	\$ 209.50	\$ 209.50

AUDITIONS

1 st & 2 nd audition	After 1 st hour, straight-time in 1/2 hr units at the rate of 1/16 of the day performer rate per unit.
3 rd & 4 th audition	Minimum of 1/8 of day performer rate. After 1 st hour, straight-time in 1/2 hour units the rate of 1/16 of day performer rate per unit.

MEALS

Per Diem Allowance	Breakfast \$11.00	Lunch \$16.00	Dinner \$29.00	Total \$56.00
Meal Period Violations	First 1/2 hour \$25.00	Second 1/2 hour \$35.00	\$50.00 each 1/2 hour thereafter	

LATE PAYMENT DAMAGES

\$3.00 per business day up to \$90.00

(Additional damages apply for continued non-payment)

WARDROBE

Day Performer/On-Camera Narrator

Fitting, Hair, Makeup	One-hour minimum pay on a day prior to employment; additional time paid in 15-minute units.
Evening wear-	\$29.00 per costume change for each 2 days
All other wardrobe-	\$19.00 per costume change for each 2 days

Background Actors

Costume fitting	¼ check for 2 hours if on a day prior to the work call; additional time paid at hourly rate in 30-minute units.
Wardrobe change	\$17.00 per day for the first such change; \$6.00 per day for each additional
change	
Formal attire	\$28.00 per day
Wet, snow & smoke work (Advanced notice required)	\$16.50 per day additional compensation

MISCELLANEOUS

Section 32	Overtime	
Section 32.A.2	Day Performers	\$ 931.00
Section 32.4	Overtime Ceilings	
Day Performers	Maximum Base	\$ 931.00
	Time and one-half	\$ 174.50
3-Day Performers	Maximum Base	\$2,793.00
	Time and one-half	\$ 174.50
	Double Time	\$ 233.00
Weekly Performers	Maximum Base	\$3,103.00
	Time and one-half	\$ 116.50
	Double Time	\$ 155.00
Section 33.C	Rest Period	\$ 931.00
Section 34	Premium Rates	
	Day Performer	\$ 931.00
	Weekly Performer	\$3,103.00
Section 45	Body Makeup, Skull Cap, etc.	\$ 22.00
Section 56	Mileage Allowance	\$ 0.55/mile
Section 64.B.8	Hazardous Activity (Dancers)	
	Per Day	\$ 78.00
	Minimum	\$ 119.50

Pension & Health Contribution Rate 14.8%

Filing a Claim for Commercials or Industrial Contract Violations

A claim for a contract violation can be filed by a performer, his/her agent or the union. Please note that there are time restrictions for filing a "timely claim" with the employer. If the performer files the claim with the union, it will be assigned to a business rep for review and investigation. A claim form can be found at the end of this section. Please complete and mail to the Commercials Department: c/o your local office.

If I have additional questions, who can I call?

If you need more complete answers to any Commercial or Industrial question, please call your local SAG office:

➤ In Hollywood:

- Commercials & Industrial Questions: (323) 549-6858
- Stunt & Safety: (323) 549-6855
- Singers: (323) 549-6864
- Address:
Screen Actors Guild
Attn: Commercials Dept.
5757 Wilshire Blvd. 7th Floor
Los Angeles, CA 90036

➤ In New York:

- Commercials & Industrial Questions: (212) 827-1454
- Address:
Screen Actors Guild
Attn: Commercials Dept.
360 Madison Avenue, 12th Floor
New York, NY 10017

➤ Outside Los Angeles or New York: <see next page>

<p><u>ARIZONA</u> 1820 E Ray Road Chandler, AZ 85225 Phone: (480) 264-7696</p>	<p><u>BOSTON</u> 20 Park Plaza, Suite 822 Boston, MA 02116 Phone: (617) 262-8001</p>
<p><u>CHICAGO</u> 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081</p>	<p><u>COLORADO</u> 1400 16th Street, Suite 400 Denver, CO 80202 Phone: (720) 932-8193</p>
<p><u>DALLAS/FT. WORTH</u> 15950 Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185</p>	<p><u>DETROIT</u> 2000 Town Center, Suite 1900 Southfield, MI 48075 Phone: (248) 351-2678</p>
<p><u>FLORIDA (except Orlando)</u> 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677</p>	<p><u>GEORGIA</u> 455 E. Paces Ferry Road NE, Suite 334 Atlanta, GA 30305 Phone: (404) 239-0131</p>
<p><u>HAWAII</u> 949 Kapiolani Boulevard, Suite 105 Honolulu, HI 96814 Phone: (808) 596-0388</p>	<p><u>HOUSTON</u> c/o 15950 Dallas Parkway, Suite 400 Dallas, TX 75248 Phone: (972) 361-8185</p>
<p><u>LOUISIANA</u> 1100 Poydras Street, Suite 2900 New Orleans, LA 70163 (504) 585-7324</p>	<p><u>MINNEAPOLIS/ST. PAUL</u> c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081</p>
<p><u>NASHVILLE</u> c/o 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677</p>	<p><u>NEVADA</u> 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Phone: (702) 737-8818</p>
<p><u>NEW MEXICO</u> 117 Bryn Mawr Drive SE, Suite 44 Albuquerque, NM 87106 (505) 268-2127</p>	<p><u>NORTH/SOUTH CAROLINA</u> c/o 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677</p>
<p><u>ORLANDO</u> 522 Hunt Club Boulevard, Suite 410 Apopka, FL 32703 (407) 788-3020</p>	<p><u>PHILADELPHIA</u> 1800 JFK Boulevard, Suite 300 Philadelphia, PA 19103 (215) 760-8535</p>
<p><u>PUERTO RICO</u> c/o 7300 N. Kendall Drive, Suite 620 Miami, FL 33156-7840 Phone: (305) 670-7677</p>	<p><u>PORTLAND</u> c/o 800 Fifth Avenue, Suite 4100 Seattle, WA 98104 Phone: (206) 224-5696</p>
<p><u>SAN DIEGO</u> c/o 3960 Howard Hughes Parkway, Suite 500 Las Vegas, NV 89169 Phone: (702) 737-8818</p>	<p><u>SAN FRANCISCO</u> 350 Sansome Street # 900 San Francisco, CA 94104 Phone: (415) 391-7510</p>
<p><u>SEATTLE</u> 800 Fifth Avenue, Suite 4100 Seattle, WA 98104 Phone: (206) 224-5696</p>	<p><u>ST. LOUIS</u> c/o 1 East Erie Street, Suite 650 Chicago, IL 60611 Phone: (312) 573-8081</p>
<p><u>WASHINGTON DC/BALTIMORE</u> 7735 Old Georgetown Road, Suite 950 Bethesda, MD 20814 Phone: (301) 657-2560</p>	<p><u>UTAH</u> c/o 1820 E Ray Road Chandler, AZ 85225 Phone: (480) 264-7696</p>