



**2009 SCREEN ACTORS GUILD**  
**AGREEMENT FOR INDEPENDENT PRODUCERS**  
**OF TELEVISION MOTION PICTURES**

This letter agreement ("Agreement") is entered into between Screen Actors Guild, Inc. (hereinafter referred to as "SAG" or "the Guild"), on one hand, and \_\_\_\_\_ (hereinafter referred to as the "Producer"), on the other hand.

All terms of the Producer-Screen Actors Guild Codified Basic Agreement of 2005 and the 2005 Screen Actors Guild Television Agreement, as amended by the 2009 Memorandum of Agreement between the Alliance of Motion Picture and Television Producers and Screen Actors Guild for Successor Agreements to the Producer-Screen Actors Guild Codified Basic Agreement of 2005 and the 2005 Screen Actors Guild Television Agreement (hereinafter collectively referred to as the "Television Agreement") are incorporated into this Agreement by reference, except as modified herein. Producer acknowledges that it has received a copy of the Basic Agreement and the Television Agreement, and is familiar with their respective terms and requirements. By signing this Agreement, Producer agrees to accept, assume and be bound by all terms of the Basic Agreement and Television Agreement, and including all such terms as specifically modified herein for each television motion picture produced by Producer during the term of the Basic Agreement and Television Agreement ("Picture"), including the trust agreements establishing the Producer SAG Pension and Health Plans ("Trust Agreements"). Producer irrevocably designates and appoints the Alliance of Motion Picture and Television Producers ("AMPTP") as its attorney-in-fact to select, remove, or substitute representatives or trustees under the Trust Agreements.

Producer shall give the Guild at least fifteen (15) working days advance notice of the commencement of principal photography of each Picture.

If Producer is not also the Distributor of the Picture in any market subject to Residuals (as defined in the Television Agreement), Producer shall obtain from each Distributor having such distribution rights a separate written agreement called the "Television Distributor's Assumption Agreement," in the form contained in the Television Agreement, as modified for independent producers and for consistency with the terms herein, by which such Distributor agrees to assume applicable terms of the Basic Agreement and Television Agreement in connection with the Picture and pay amounts required by the Television Agreement by reason of the distribution of the Picture in any market subject to Residuals, when such sums become payable, and to obtain similar written assumption from each transferee of Distributor's rights. The modified Television Distributor's Assumption Agreement referenced above shall be deemed part of the Television Agreement.

The Guild may, in its sole discretion, require financial assurances with respect to each Picture including, without limitation, a bond, cash deposit, collection account agreement, security agreement, and/or other forms of financial assurances deemed necessary by the Guild ("Financial Assurances") for the protection of the SAG-represented performers employed by Producer ("Performers"). Producer shall timely provide all Financial Assurances required by the Guild prior to the start of principal photography of the Picture, unless the Guild extends the time for delivery of such Financial Assurances.

The Producer's failure to fully and timely comply with the Guild's request for Financial Assurances shall be a substantial breach of the Basic Agreement and Television Agreement, and the Guild shall have the right to withhold the services of Performers with respect to the Picture until the Guild determines in its sole discretion that such requirements are fully satisfied.

The Guild shall not be prevented from monitoring Producer's performance of its obligations under the Basic Agreement and Television Agreement, including, but not limited to, full access to sets at all times. Guild observation shall be done in such a manner as not to interfere with production. In addition, upon the Guild's request, Producer shall promptly provide to the Guild copies of all Performers' employment contracts, and all documents relating to compensation payable to Performers in connection with the Picture.

If Producer materially breaches its obligations under the Basic Agreement and Television Agreement to timely pay compensation owed to Performers, including all payments required under the Trust Agreements, the Guild reserves the right, which it may exercise at any time upon written notice to the Producer, to withhold the services of its Performers, except when a bona fide dispute exists as to whether Producer has made all payments as required under the Basic Agreement and Television Agreement, and Producer has placed the amount in controversy in escrow, in a manner acceptable to the Guild, pending arbitration of the dispute in accordance with the applicable provisions of the Television Agreement.

The Guild and the AMPTP have agreed to meet from time to time during the term of the Basic Agreement and Television Agreement to negotiate modifications which may be required with respect to any matters covered by the Basic Agreement and Television Agreement. In the event an agreement is reached with respect to any such items, the Guild shall give Producer notice of the terms thereof in writing. If, within twenty (20) days after the date of such notice, Producer fails to notify the Guild in writing that it objects to such terms, and that it wishes to meet and confer with the Guild for the purpose of negotiating different terms, the agreement reached between the Guild and the AMPTP with respect to such items shall be binding upon the Producer.

All arbitrations shall be held in the Guild's office in Los Angeles, unless the parties otherwise agree, except that they shall be held in the Guild's New York office if the production was or is based in New York and a majority of the witnesses required for the hearing reside regularly in or around the New York area. If a dispute arises concerning the proper situs for the arbitration hearing(s), an arbitrator in Los Angeles shall determine that issue. The same arbitrator shall hear the merits of the matter, if he or she is available and determines that Los Angeles is the proper situs for the arbitration hearing(s). In addition to all other remedies available under the Basic Agreement and the Television Agreement, the arbitrator shall have the power and authority to issue injunctive relief with respect to any dispute arising under Section 43 of the Basic Agreement.

If Producer or any party assuming obligations under this Agreement fails or refuses to substantially comply with its obligations to report and pay compensation under Sections 18, 18.1, 19, 20, 20.1 or 78 of the Television Agreement, the Guild may, in any grievance and arbitration relating to such failure or refusal, elect to either (a) enforce the provisions thereof by ascertaining sums owed based on the applicable fixed residual formula and Performers' compensation or where applicable, from license agreements, distributors' statements and other documents evidencing the revenue derived from the distribution or other exploitation of the Picture, or (b) request and obtain an award for payment of compensation due under the provisions of this Agreement as estimated by the Guild in good faith. The arbitrator selected in accordance with the applicable provisions of the Television Agreement is expressly authorized to issue an award for residuals compensation based upon the Guild's good faith estimate rendered in accordance with this paragraph.

All notices required or permitted under the Basic Agreement and Television Agreement or this Agreement shall be in writing and must be given by (a) personal delivery, (b) certified mail, return receipt requested, (c) first class mail, or (d) telecopy with a copy sent by first class mail

addressed to the receiving party at its address as specified in this Agreement, and, in the case of notices sent to the Guild, the notice must also include "Attention: General Counsel." Any such notice shall be deemed to have been duly given or made either immediately upon personal delivery or five (5) calendar days from the date of mailing within the United States, or seven (7) calendar days from the date of mailing across national borders. Notices sent to Producer at the address given below (or to such other address as Producer may specify in accordance with this paragraph) shall be deemed effective and adequate under the Agreement and applicable law. Either party may change its address in accordance with the procedure set forth in this paragraph.

Producer shall clearly and distinctly display the Guild's insignia on each Picture that carries a credit title or titles. The Guild's insignia must only appear in a horizontal position and not be smaller in height than one-fifteenth (1/15) of the vertical title card or frame used to produce the title. The Guild is the sole owner of the Guild's insignia and its display must always be in accordance with the specifications in this paragraph and accompanied by the registered copyright symbol. It must be used as provided by SAG with no changes including changes in color, proportion, or design. Any use that falls outside of these specifications is strictly prohibited.

This Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any oral understanding or agreement regarding all such matters. The parties agree that signatures to this Agreement transmitted by facsimile or via electronic delivery shall be presumed to be authentic and deemed to be originals.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ACCEPTED AND AGREED:

SCREEN ACTORS GUILD

\_\_\_\_\_  
(Company) By: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Facsimile)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
Date