

DANCERS DIGEST

2007

Courtesy of
The National Dancers Department
Screen Actors Guild



**SCREEN ACTORS GUILD
NATIONAL DANCERS DIGEST**

July 2007

The Dancers Digest is a compilation of the various contracts and agreements governed by the Screen Actors Guild. It is intended to assist the Dance community by providing a brief summary of the SAG contracts, pertinent rules, and terms and working conditions that affect their work in movies, television, commercials and other areas. The Digest highlights the major areas that may impact the Professional Dancer while working under a specific SAG Contract. It is recommended that the Dancer refer to the full text of the respective SAG Contract to ensure a proper understanding and reading of the language.

The 2007 edition is the latest revision of earlier Dancers Digests created specifically for the Professional Dance community. Each of the revisions reflect a cooperative spirit, dedication, hard work, and the collective efforts embraced by members of the Dancers Committee and the SAG staff in producing a guide that will benefit the professional singer.

It is with great pleasure that we present the 2007 edition of the National Dancers Digest.

Sincerely,

Glenn K. Hiraoka
National Director
Dancers Contracts Department

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Agency Contracts 549-6745	Production Services 549-6811
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Film Society Hotline 549-6657	Theatrical Contracts 549-6828
Industrial/Educational Contracts 549-6858	

**SCREEN ACTORS GUILD
DANCERS DIGEST**

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SCREEN ACTORS GUILD

GENERAL MEMBERSHIP RULES

1. RULE ONE: NO NON-UNION WORK!

The Guild's Rule One requires that a member will not work as a performer for any producer who is not signed to a Screen Actors Guild contract. No matter who offers you an acting or singing job in the Guild's jurisdiction (producers, talent agents, casting directors, or friends), it is your obligation and responsibility to make certain that the producer wishing to employ you is signed to the respective SAG Contract. Always contact the nearest Guild office to check a producer's SAG signatory status. The Guild's staff will provide you with this information.

Any work for a non-signatory producer will subject you to strong disciplinary action by the Guild. Keep your Guild strong and protect your hard earned wages, working conditions, and your Pension and Health benefits! **PLEASE DO NOT VIOLATE RULE ONE!**

2. CHANGES OF ADDRESS OR PROFESSIONAL NAME MUST BE MADE IN WRITING

It is your responsibility to keep the Guild notified of your current address, phone number, and agent at all times. If the Guild cannot find you, you may lose work inquiries, residual payments and other benefits of membership! In addition, your SAG Pension & Health Office must be notified separately of any address change.

3. DUES

Dues will be billed to you twice each year on May 1 and November 1, based on your SAG earnings. Dues may be paid by personal check. If dues are not paid on a timely basis, you may not be cleared for work.

4. HONORABLE WITHDRAWAL AND SUSPENDED PAYMENT STATUS

If you are not working under SAG's jurisdiction for an extended period of time, you may request an excuse of paying dues. Upon review by the Guild's Membership Department, you may be able to receive an "Honorable Withdrawal" or "Suspended Payment" status.

Once approved, you would be able to maintain your SAG membership on an "inactive" status. However, you will not receive Guild voting or meeting privileges or receive the various Guild publications. You will continue to receive any

residual payments due, and subsequently you may reactivate your membership to accept SAG work.

Upon receiving the member's request, the Guild will determine whether the member may receive an Honorable Withdrawal (HW) or Suspended Payment status. A performer must be a member of SAG for at least 18 months in order to be eligible for a HW or SP status.

5. REINSTATEMENT

To reinstate from an Honorable Withdrawal status, the member must have been on this status for one full year or longer. Once approved, the member pays the current dues only at the time of reinstatement.

To reinstate from Suspended Payment status, the member must have been on this status for one full year or longer. Once approved, the member must pay the balance of the dues owed at the time of the approved SP status, and the current dues.

Once reinstated from HW or SP status, a member is not entitled to receive another withdrawal or suspended payment for a period of at least one year from the date of reinstatement.

6. TERMINATION OF MEMBERSHIP

Please be advised that if a member does not pay his/her dues for three consecutive dues periods (i.e. one and one-half years), the member will then be required to rejoin the Guild by paying the full initiation fees.

Note: For further clarification, please contact the Membership Services Department @ (323) 549-6757.

IMPORTANT

INFORMATION & REQUIREMENTS

1. Professional Dancer is a person who is employed primarily to dance either as a solo, or in a group, including both swimmers and skaters when the performance is choreographed. Non-Professional dancing, such as by extras, is excluded from this definition. A Professional Dancer is herein referred to as a Dancer.
2. All inquiries regarding claims should be submitted in writing or by calling the Dancers Department at the Screen Actors Guild office at (323) 549-6864.
3. For current information please visit our website at www.sag.org.

TAFT-HARTLEY INFORMATION

GUIDE TO “STATION 12 CLEARANCE” DANCERS AND PERFORMERS WORKING UNDER A SAG CONTRACT

It is the Producer's responsibility to clear all Dancers and performers for work by contacting the Guild's "Station 12" Department @ (323) 549-6794 during business hours, or by FAX (323) 549-6792. In Groups of 3+ the Choreographer for the session may also clear the Dancers.

After contacting the Station 12 Department, the staff will notify the Producer or Contractor of one of following member status:

- A. Member is "OK" to work.
- B. Member is "Station 12". This signifies a problem with the performer's membership status. It is then the Producer's responsibility to notify and request the member to contact the local SAG office immediately. Any problem with the membership status must be corrected prior to working.
- C. Performer is classified as a "Must Pay". Under this status, the performer has worked under the Guild's jurisdiction and must pay prior to the performer's word day.
- D. For Commercial work, completed Taft-Hartley report forms must be submitted by the Producer or Contractor within fifteen (15) business days.
- E. For TV, Theatrical or Industrial productions, reports must be submitted within fifteen (15) calendar days. If on an overnight location, the reports are due within twenty-five (25) calendar days.
- F. Taft-Hartley's can not be applied to Theatrical Ultra Low Budgets and below.

HAZARDS AND OTHER WORKING CONDITIONS

A. EXCERPTS FROM THE 2005-2008 CODIFIED BASIC AGREEMENT

Industry standards for dancers include adequate warm-up area, surfaces free and clean of debris and materials, adequate rest periods, and other such precautions as may be necessary to ensure the health and safety of the dancers in light of the nature of the work performed.

(1) Floors for Rehearsal Halls and Stages:

Except when conditions are otherwise required for a scene: (a) Surfaces should be clean and free of splinters, wax, nails, and (b) floors should be swept and mopped at least daily with a germ-killing solution.

(2) Warm-Up Spaces:

Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes, at the beginning of the day (non-work time, prior to dancing).

(3) Breaks:

Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which a fifteen (15) minute break must be called.

(4) Emergency Treatment:

A person or facility located in the general geographical area and qualified under the circumstances to provide medical care on an emergency basis shall be identified and such information shall be made available to dancers at all rehearsals and performances.

(5) Safety Of Equipment:

Producers shall exercise care, including prior testing of equipment (breakaway props, etc.) to avoid injury to the performer.

(6) Knee Work:

Dancers doing knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees will be permitted to wear knee pads when practicable in rehearsal and performance.

Dance rehearsals which are held in rehearsal halls shall be conducted on surfaces which are resilient.

B. EXCERPTS FROM THE 2006-2008 SAG COMMERCIALS CONTRACT

1. Working Conditions

- a) Standard Floors – Floors for choreographed dancers must be resilient, flexible and level in accordance with industry standards. Industry standards generally provide for 2” of air space beneath wood flooring or 3” or 4” of padding under battleship linoleum laid over a concrete or wood-on-concrete floor. Floor surface must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution. If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety. In all instances, dancing on concrete, raked stages, elevated platforms or staircases or performing knee work shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety. As used herein, “knee work” means dancing, sliding or doing a routine on the knees and includes rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine in which the knee comes in contact with the surface, e.g., floor, sidewalk, etc. Dancers will not be required to do knee work without knee pads.
- b) In the event that dancers will be required to perform on a non-standard surface, notification of such shall be given at the time of audition and engagement.
- c) Unusual Work Conditions – If Producer requires dancing on slippery surfaces, dancing in inclement weather or out-of-season clothing or in costuming which by virtue of its fit or nature may subject the dancer to physical injury or health hazard, it shall be deemed to be “hazardous work” and shall be subject to all the provisions of this Contract concerning hazardous work and performers’ safety.
- d) General Work Conditions
 - i. Warm-up Spaces – Adequate space must be provided to permit all dancers to warm-up (perform limbering exercises) 30 minutes prior to dancing.
 - ii. Breaks – Dancers/Swimmers/Skaters will have at least fifteen (15) minutes rest during each hour of actual rehearsal or

shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, dancers/swimmers/skaters may continue until a total of ninety (90) minutes have elapsed after which time a thirty (30) minute break must be called.

If in the opinion of performers or their representatives (e.g., on-site deputy, captain or assistant choreographer, or union representative), continued full-out performance of choreographed dancing/swimming/skating creates a risk of injury, such performers shall not be required to continue performing at full performance level during rehearsal. Examples of such choreography include repetitive lifts, throws, catches and falls.

- iii. Temperature – Stage or rehearsal area temperature for choreographed dancers must not fall below 75°. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.
- iv. Meal Periods – Dancers cannot be required to dance or skate within 30 minutes following a meal. Swimmers cannot be required to go into the water within 30 minutes following a meal. If Producer does not provide meal service and dancers must leave the premises or location to eat, an additional 15 minutes must be allowed both before and after the meal break to permit the dancer to change clothes.
- v. Emergency Treatment – Producer will use its best efforts to have a doctor qualified to treat dancers on call in case of an emergency and will notify the deputy elected by dancers of his/her name and phone number.
- vi. The compensation payable to a dancer for hazardous activity shall be \$105.40 per day, with a minimum of \$162.15 if only one day's services are rendered.
- vii. It shall be deemed hazardous work when a dancer is required to do any of the following:
 - o Perform complex aerial acrobatics;
 - o Perform wire flying;
 - o Perform knee work;
 - o Support more than one other person in any manner which affects safe performance of the dance routine;
 - o Dance under conditions where safe performance of the dance routine is affected because sight or breathing is

impaired (e.g., by use of a mask or presence of fog, smoke or fire).

- viii. Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubbered.
- ix. Any dancer who is directed to and reports with his or her own footwear shall be paid an allowance of \$11.30 per day for each pair of shoes utilized in the performance.
- x. Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsal, to avoid injury to the performer.



**SCREEN ACTORS GUILD
BUDGETS FOR THEATRICAL AGREEMENTS**

Below is a breakdown of SAG's Theatrical Agreements and their budgets. A detailed description of each Agreement is in the following sections. Please contact our Dancers Department if you have further questions at (323) 549- 6864, or the appropriate branch office.

AGREEMENT	BUDGET
CODIFIED BASIC AGREEMENT	MORE THAN \$2,500,000.00
LOW BUDGET AGREEMENT	LESS THAN \$2,500,000.00
MODIFIED LOW BUDGET AGREEMENT	LESS THAN \$625,000.00
ULTRA LOW BUDGET AGREEMENT	LESS THAN \$200,000.00
SHORT FILM AGREEMENT	LESS THAN \$50,000.00 (under 35 mins)
STUDENT FILM AGREEMENT	N/A

SCREEN ACTORS GUILD

THEATRICAL CONTRACT

TERM OF THE CONTRACT: July 1, 2005 to June 30, 2008

The SAG Theatrical Contract is known as the "The CBA" or the Codified Basic Agreement. It is the originating agreement between the SAG and an alliance of film producers, and provides the minimum terms and conditions for performers working in theatrical motion pictures. The CBA is also offered to independent producers.

PROFESSIONAL DANCERS **SCHEDULE J**

MINIMUM RATES

A. The minimum rates per day for Dancers are as follows:

Category	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$ 716	\$737	\$759
Groups 3-8	627	646	665
Groups 9+	548	564	581

B. The minimum rates for Dancers employed by the week are as follows:

	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo or Duo	\$2,300	\$2,369	\$2,440
Groups 3-8	2,108	2,171	2,236
Groups 9+	1,917	1,975	2,034

REHEARSAL RATES

For rehearsals, dancers may either be employed on a weekly basis, as provided above, or at a daily rate of \$433.00 per day (\$446.00 per day effective July 1, 2007).

APPLICABLE PROVISIONS OF CBA AND OTHER SCHEDULES

All General Provisions of this Agreement and all of the provisions of the Schedule applicable to dancer's employment (e.g., Schedule A for dancers employed by the day; Schedule B, C or F for dancers employed, etc.), except consecutive employment, shall apply to dancers.

CONSECUTIVE EMPLOYMENT NOT APPLICABLE

The provisions in other Schedules relating to consecutive employment shall not apply to dancers.

GENERAL CONDITIONS OF EMPLOYMENT

The following shall apply to dancers if they are employed under this Schedule:

- A. "Dancers" shall include swimmers and skaters when the performance is choreographed.
- B. The compensation payable to a dancer for a hazardous activity shall be \$80 per day, with a minimum of \$100 if only one (1) day's services is rendered. "Wire Flying" shall in all instances be considered "hazardous". In Addition, the parties agree that, under certain circumstances, the following work could meet the definition of "hazardous activity":
 - 1. knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees;
 - 2. performing complex aerial acrobatics;
 - 3. dancing on slippery surfaces (other than ordinary dance floors);
 - 4. when the dancer is required to support more than one other person in any manner which affects safe performance of the dance routine; or
 - 5. dancing under conditions where safe performance of the dance routine is affected because sight or breathing is impaired (e.g., by use of a mask or presence of fog, smoke or fire).
- C. Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced rubbered.

Any dancer who is directed to and reports with his or her own footwear shall be paid an allowance of \$10.80 per day for each pair of shoes utilized in the performance.

- D. Industry standards for dancers include adequate warm-up area, surfaces free and clean of debris and materials, adequate rest periods, and other such precautions as may be necessary to ensure the health and safety of the dancers in light of the nature of the work performed.

(1) Floors for Rehearsal Halls and Stages:

Except when conditions are otherwise required for a scene: (a) Surfaces should be clean and free of splinters, wax, nails, and (b) floors should be swept and mopped at least daily with a germ-killing solution.

(2) Warm-Up Spaces:

Adequate space must be provided to permit all dancers to warm up (perform limbering exercises) thirty (30) minutes, at the beginning of the day (non-work time, prior to dancing).

(3) Breaks:

Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which a fifteen (15) minute break must be called.

(4) Emergency Treatment:

A person or facility located in the general geographical area and qualified under the circumstances to provide medical care on an emergency basis shall be identified and such information shall be made available to dancers at all rehearsals and performances.

(5) Safety Of Equipment:

Producers shall exercise care, including prior testing of equipment (breakaway props, etc.) to avoid injury to the performer.

(6) Knee Work:

Dancers doing knee work, including rolling, spinning, falling, balancing, hinging, walking, turning and/or performing a choreographed routine on the knees will be permitted to wear knee pads when practicable in rehearsal and performance.

E. Dance rehearsals which are held in rehearsal halls shall be conducted on surfaces which are resilient.

F. For dancers engaged as assistant choreographers, Producer shall make contributions to the Pension and Health Funds on the accounts of such individuals who have had prior contributions made in five (5) out of the last (10) years as dancers.

G. Subject to review by the Plans' attorneys that this change will not adversely affect the tax-exempt status of the Plans or the deductibility of employer contributions, if a dancer who has qualified for dance coverage under SAG-Producers Pension and Health Plans for five (5) years is employed to work on a motion picture or television motion picture as a choreographer, but not as a

dancer or in any other category covered by the Agreement, Producer will contribute to the SAG-Producer Pension and Health Plans on such dancer's behalf on the basis of the highest compensation received by any group dancer on the motion picture or television motion picture for services as a group dancer. If no individual classified as a dancer under this Agreement appears in the motion picture or television motion picture, the contribution shall be based on the group dancer rate. The foregoing paragraph shall not require the application of any other provision of the Agreement to choreographers.

**SCREEN ACTORS GUILD
THEATRICAL LOW BUDGET AGREEMENT**

The Low Budget Agreement is one of the SAG agreements when a film is produced for an initial theatrical release. In order to qualify for the Low Budget Agreement, the production must have a budget of less than \$2,500,000, and the production must shoot entirely in the United States for an initial theatrical release.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

**PROFESSIONAL DANCERS EMPLOYED BY THE DAY
MINIMUM SALARY PER DAY**

The minimum rate per day for Dancers employed by the day is set out below:

Category Rate Solo and Duo	\$504
Groups 3-8	442
Groups 9+	386
Rehearsal	297

**PROFESSIONAL DANCERS EMPLOYED BY THE WEEK
MINIMUM SALARY PER WEEK**

The minimum rates for Singers employed by the week are set out below:

Category	Rate
Solo and Duo	\$1,621
Group 3-8	1,487
Group 9+	1,352

CONSECUTIVE EMPLOYMENT AND RIGHT TO THE ROLE - NOT APPLICABLE

Dancers employed by the week are not entitled to consecutive employment or the right to the role, it being agreed that such Dancers may be subsequently used in the picture without payment of compensation for intervening time.

SCREEN ACTORS GUILD

THEATRICAL MODIFIED LOW BUDGET AGREEMENT

NOTE:

UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE CONTACT THE DANCER'S DEPARTMENT FOR FULL TERMS AND CONDITIONS.

The Modified Low Budget Agreement is one of the SAG agreements when a film is produced for an initial theatrical release. In order to qualify for the Low Budget Agreement, the production must have a budget of less than \$625,000, and the production must shoot entirely in the United States for an initial theatrical release.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

I. MODIFIED LOW BUDGET AGREEMENT

A. Total Budget: \$625,000.

Budget may be increased to \$937,500 if Producer qualifies for certain diversity in casting incentive.

B. Must shoot entirely in the U.S.

C. Initial theatrical release

Group Size	Day Rate	5-Day Weekly
Solo and Duo	\$268	\$933
Groups 3-8	234	848
Groups 9+	205	782

**SCREEN ACTORS GUILD
THEATRICAL ULTRA LOW BUDGET AGREEMENT**

NOTE:

**UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE
CONTACT THE DANCER'S DEPARTMENT FOR FULL TERMS AND
CONDITIONS.**

The Ultra Low Budget Agreement is one of the SAG agreements when a film is produced for an initial theatrical release. In order to qualify for the Low Budget Agreement, the production must have a budget of less than \$200,000, and the production must shoot entirely in the United States for an initial theatrical release.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

- TOTAL BUDGET: Less than \$200,000
- Must shoot entirely in the U.S.
- Salary Payments for Dancers: \$100 per day

SCREEN ACTORS GUILD SHORT FILM AGREEMENT

NOTE:

UNDER THIS AGREEMENT THE TERMS HAVE BEEN MODIFIED. PLEASE CONTACT THE DANCER'S DEPARTMENT FOR FULL TERMS AND CONDITIONS.

The Short Film Agreement is one of the SAG agreements that may be applicable when you are shooting a low budget short film for the experience of doing so. This agreement is intended for workshop/training setting and for exhibition in film festivals.

TERM OF CONTRACT: July 1, 2005 to June 30, 2008

TOTAL BUDGET: Less than \$50,000

- ☉ **Maximum Running Time of 35 minutes**
- ☉ **Must shoot entirely in the U.S.**
- ☉ **Salary Payments for All Performers: Deferred**

Exhibition/Residuals under the Short Film Agreement

Producer is entitled to distribute a film produced under the Short Film Agreement at Film Festivals. However, note that the agreement provides for limited distribution for Academy Award consideration and other very limited markets.

The minimum each performer must be paid for distribution beyond these markets is \$100 for each day worked. Pension and Health contributions are due in addition to these rates.

SCREEN ACTORS GUILD STUDENT FILM LETTER AGREEMENT

The Student Film Letter Agreement allows performers (both SAG members and non-SAG members) to render services in the film project on a deferred salary basis. No monies will be due to the performer (subject to the exceptions below) until the film is released into a commercial market (i.e., Pay Cable, Theatrical Motion Picture Houses, Free Television, Videocassette, Educational/Industrial, etc.).

Please check with the Guild to ensure that approval has been given to the producer to classify the project under the SAG Student Film Letter Agreement.

DEFERRED PAYMENTS

Minimum salaries and all other monies (overtime, etc.) relating thereto shall be deferred pending any sale, distribution, assignment, release or exhibition of the Producer's project; except that should the Producer exceed twenty (20) consecutive shooting days in production, the Producer shall immediately be liable to pay all performers who work beyond that period, the Guild minimum plus all other monies thereto, including but not limited to Producers' obligation to make appropriate Pension and Health contribution and reporting on behalf of such performers.

NON-DEFERRED PAYMENTS

The following monies shall be due to a Performer working in the current production period:

1. Car mileage allowance reimbursement (applicable IRS allowed mileage)
2. Meal penalties (if a meal is not provided within six hours)
3. Per diem (on overnight location only)
4. Reimbursement for special hair dress, make-up or wardrobe
5. Overtime for work in excess of ten hours in any day (excluding time spent for meals), more than five consecutive days in each week, or for production which exceeds six calendar weeks overall
6. Late payment charges to Performers
7. Rest period penalties
8. Re-takes, added scenes, looping, performed after the allowable twenty-day productions period has expired.

Performer will affirm that he/she has received a copy of the full eleven page Film Letter Agreement, executed between SAG and the Student Filmmaker for the above film project.

**SCREEN ACTORS GUILD
INTERACTIVE AGREEMENT**

The 2005-2008 SAG Interactive Agreement is intended for Interactive programs produced in the United States. Some examples of Interactive programs are games, personal computers, machines, arcade games, and all CD-Interactive machines.

TERM OF AGREEMENT: January 1, 2005 to December 31, 2008

PROFESSIONAL DANCERS:

	7/29/05	1/1/06	1/1/07	1/1/08
Rehearsal Days Only	\$408	\$ 420	\$ 433	\$ 446
		Work Days (no rehearsal)		
Solo/Duo	\$695	716	737	759
Group 3-8	609	627	646	665
Group 9+	532	548	564	581
		Weekly Option (includes rehearsals)		
Solo/Duo	\$2233	\$ 2300	\$ 2369	\$ 2440
Group 3-8	2047	2108	2171	2236
Group 9 +	1861	1917	1975	2034

TIME OF PAYMENT: Session payment must be made within 12 working days after session date.

LATE PAYMENT PENALTIES: Late payment penalties accrue at \$2.50 per day, up to a maximum of 30 days. Thereafter, the Guild or member may give a written notice to the Producer, and full payment must be made within 12 working days. If payment has not been made, the Producer will be assessed with a \$75 liquidated damage fee, and \$5 per day retroactive to the date of receipt of notice of non-payment.

PENSION & HEALTH: The Producer is obligated to pay the Pension & Health contribution of 14.3% of gross compensation.

SCREEN ACTORS GUILD

TELEVISION CONTRACT

TERM OF THE CONTRACT: July 1, 2005 to June 30, 2008

PROFESSIONAL DANCERS EMPLOYED BY THE DAY **MINIMUM SALARY PER DAY**

A. The minimum rates for Dancers employed by the day are set out below.

Session: Minimum 8 hour day

Group Size	10/01/05 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$716	\$737	\$759
Groups 3-8	627	646	665
Groups 9+	548	564	581
Rehearsal	420	433	446

Television – Weekly Rates

Category	10/01/06 to 6/30/06	7/01/06 to 6/30/07	7/01/07 to 6/30/08
Solo and Duo	\$2300	\$2369	\$2440
Groups 3-8	2108	2171	2236
Groups 9+	1917	1975	2034
Rehearsal		(same as above)	

TIME OF PAYMENT – LATE PAYMENT

Performers employed by the day must be paid within five (5) working days after services are rendered. Series performers must be paid at least every two (2) weeks for all episodes worked whether or not completed. All other performers must be paid no later than the studio payroll date (usually Thursday) of the week following the week in which services are rendered. Damages for late payment accrue at the rate of \$10.00 for each working day of default to a maximum of twenty (20) working days.

PENSION AND HEALTH The Producer is obligated to pay the Pension & Health contribution of 14.8% of Dancers gross compensation.

SCREEN ACTORS GUILD

PUBLIC TELEVISION PROGRAMS

TERM OF THE CONTRACT:

The Agreement covers programs produced for public television, where the Producer has represented that the program will receive a bona fide first release on the Public Broadcasting System. Please check with the SAG Dancers Department (323) 549-6864 for verification of whether the production falls under this Agreement. This agreement is extended on a day to day basis.

MINIMUM SALARY - PROFESSIONAL DANCERS

Solo or Duo

Day Performer	\$ 422
3-Day Performer (30-60)	933
3-Day Performer (90+)	1,100
Weekly	1,281

Group Dancers

Daily Rate	\$ 340
3-Day Rate	747
Weekly Rate	994

The Pension and Health contributions are paid by Producer at the rate of 13.15% (13% P & H plus .15% IACF), subject to the "ceilings" listed in the SAG Television Agreement.

The basic rate covers four "releases," in three (3) consecutive years of broadcast of Public Television programs in the United States and Canada. This broadcast period is subject to an extension for an additional four "releases" in three (3) additional years by payment to each player (other than background actors) of 35% of the total applicable minimum or \$130.00, whichever is greater, and to further extension thereafter without limit by a second payment of 100% of the total applicable minimum.

A "release" means "an unlimited number of broadcasts either on a network and/or in syndication during any seven-consecutive-day period by each Public Television station in the United States, and Canada, including authorized broadcasts over transmission boosters and translators and/or closed-circuit, CATV-antenna and other CATV systems."

In addition, a "release" means "broadcast over commercial television stations in geographic areas which it is not broadcasted by public television stations, use on a cable system in an area in which it is not broadcasted by a public television station so long as there are no commercial announcements in the program, and by the ITFS/MDS and home satellite dish transmission, provided that the Producer pays the applicable fees for the "releases".

AUDIO/VISUAL DISTRIBUTION

Producer has the right to exhibit programs through standard Public Television audio/visual methods (excluding any use in completely commercial ventures such as, but not limited to, schools which charge a fee) provided producer pays each player, (other than background actors), and an additional sum of at least \$65.00 for such rights.

RESPONSIBILITIES OF PRODUCER

Producer will maintain and submit to the Guild each week full and complete production records showing salaries of players, days worked, daily hours of work and overtime.

FOREIGN TELEVISION

Producer has the right to exhibit programs on television in foreign countries (outside the U.S. and Canada), including commercial-sponsored telecasts abroad, without time limitations provided Producer pays each player (other than background actors) an additional sum of not less than 35% of total applicable minimum for such rights.

SUPPLEMENTAL MARKETS

Subject to each player's prior written consent, Producer has the right to exhibit programs in "supplemental markets," as that term is defined in the Basic Agreement, provided Producer pays each player (other than background actors) a "step-up" fee of not less than the differential between the basic wage rate originally received by the players and 80% of the then-current total applicable minimum rate for commercial television pictures. However, if the running time of the Picture is ninety (90) minutes or more, the computation of the total applicable minimum for each player will be based on no more than two (2) weeks work for players who worked in excess of two weeks.

In addition, Producers will pay an amount equal to 3.6% of Distributor's gross receipts from supplemental market licensing of such programs. These amounts will be distributed to the players (other than background actors) in the manner prescribed under the Supplemental Market provisions of the Basic Agreement.

SATELLITE DISTRIBUTION

Please contact the Dancers Department for information concerning this type of use.

PENSION AND HEALTH CONTRIBUTION RATE The Producer is obligated to make the Pension & Health contributions totaling 13.15% of the Dancers gross compensation.

SCREEN ACTORS GUILD TELEVISION COMMERCIALS CONTRACT

TERM OF AGREEMENT: October 30, 2006 to October 29, 2008

PROFESSIONAL DANCERS EMPLOYED BY THE DAY
MINIMUM COMPENSATION - SESSION FEES (Section 20)

DANCER FEES (8) HOUR DAY

Group Size	Rate
Solo and Duo	\$ 567.10
Group Dancers 3-5	415.15
Group Dancers 6-8	367.55
Group Dancers 9+	303.95

FEES PER COMMERCIAL (Section 20)

At the end of the session, the principal is advised of the number of commercials made and, in addition to a session fee, receives equivalent of a session fee for each commercial in excess of one.

OVERSCALE PAYMENTS AND GUARANTEES (Section 43) (Section 49)

A. No compensation in excess of the minimum amounts provided for in this Contract paid to a principal performer for his/her services in making a commercial or for any use or period of use thereof may be credited by the Producer or client against any reuse fees payable to such principal performer, unless there is a specific provision in writing to that effect in the principal performer's individual contract of employment. Except as above provided, there may be no crediting of over scale compensation.

B. Where a principal performer is guaranteed in his/her Contract a fixed sum of money, a principal performer may agree to credit against such fixed sum compensation for making commercials, use fees and holding fees.

C. Where a principal performer is guaranteed a fixed sum of money against which use fees are to be credited, and permissible edits or integrated commercial(s) is produced utilizing photography and sound track edited or integrated from materials made for the commercial(s) originally produced under the performer's contract, all applicable payments required for such edited or integrated commercial(s) may be credited against the performer's guarantee in the manner and at the same rate as for the original commercial(s).

DANCER'S REST BREAK

The Producer must give a dancer at least a fifteen (15) minute rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes have elapsed after which time a thirty (30) minute break must be called.

CHECK VOUCHERS (Section 50) (Section 49)

Check vouchers must contain complete information identifying commercial, advertisers, date of the session, maximum period of use, cycle dates and type of use (such as a wild spot, network programs, etc.). Check vouchers must further include the name of the employer of record, the employer's address, the state in which unemployment insurance is filed and the state identification number.

Producer will place the original commercial identification on the first payment of each new commercial or permitted edited version which contains footage from the "original" commercial.

Producer will provide each principal performer employed under a guarantee contract with a quarterly report detailing the amount of session fees, holding fees and use fees credited against the guarantee.

TIME OF PAYMENT (Section 42)

- **Session Fees** – 12 working days after services rendered.
- **Holding Fees** – The first day of the fixed cycle.
- **Wild Spots** – Residual payments due 15 working days after commencement of a use cycle. Upgrade adjustments under wild spot formula are due 15 working days after the end of use cycle.
- **Class A Program** – Payment for all Class A program uses that occur within a single week from Monday through Sunday will be made not later than 15 working days after the end of such week.
- **Local Program** – 15 working days after commencement of a use cycle.
- **Cable Fees** - Residual payment must be made within 15 working days from commencement of a cable cycle.
- **Internet Fees** - Residual payment must be made within 15 working days from commencement of each period of Internet use.

LATE PAYMENT (Section 44)

Liquidated damages for late payment are paid at the rate of \$3.00 per working day for each working day up to twenty-five (25) days. Thereafter, written notice of a failure to pay must be given by the principal performer, agent, or Screen Actors Guild. If full payment plus accrued damages is not made within twelve (12) working days, additional damages of \$75.00 plus \$10.00 per working day will be assessed, retroactive to the date of employer's receipt of notice.

POSTPONEMENT AND CANCELLATION OF CALLS (Section A.I.D.)

- A. The Producer will have the right to cancel any call without payment because of impossibility of production due to "Force Majeure".
- B. The Producer will have the right upon 24 hours notification (except that such notification may not be given on a Saturday, Sunday, or holiday) to postpone a call to a mutually acceptable date within a period of 15 working days after the original date. In the event of such postponement, an amount equal to one half of the applicable session fee will be paid to the principal performer.

SATURDAY AND SUNDAY WORK (Section R)

For work on Saturdays and Sundays, a principal performer whose rate is 2 times the session fee per commercial per day or less shall receive double the amount the principal performer would receive for a week day; and a principal performer whose rate is more than 2 times the session fee per commercial per day shall receive 1.5 times what he/she would receive for a week day. Overtime shall be paid at the same rate as for the first 8 hours. Principal performers who are held over on location on Saturday and do not work shall be paid at straight time for each such day.

WORK ON HOLIDAYS (Section S)

1. If a Principal 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/she shall receive double what he/she would receive for a week day. Whenever any of the holidays fall on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.
2. If a principal performer is required to spend any of the above-mentioned holidays on an overnight location and does not work, he/she shall receive a session fee.
3. Overtime shall be paid at the same rate as for the first 8 hours.

RESIDUALS FOR THE USE OF A COMMERCIAL

Maximum Period of Use (MPU)

The maximum period during which a commercial may be used is not more than 21 months after the date of the commencement of the first fixed cycle. Where new commercials are created by integration, the maximum period of use is limited to the same period as the original commercial unless the Principal performer’s consent is obtained for a full new maximum period for use.

WILD SPOT COMMERCIALS (Section 33)

A wild spot commercial is broadcasted by non-interconnected single stations and (a) used independently of any program or (b) used on local participating programs. All other uses of a commercial are considered program use.

WILD SPOT RESIDUALS

Compensation for wild spots is for unlimited use within a cycle of 13 consecutive weeks, based on the cumulative total of unit weights for the TV markets in which the commercial is used.

Each TV market is assigned 1 unit except for the following cities:

TV Market – Unit Weight

Atlanta	5	Greenville	2	Orlando-	3	San Diego	2
		Spartanburg		Dayton Beach			
		Ashville					
		Anderson, NC					
Baltimore	3	Hartford	2	Philadelphia	8	San Francisco	6
		New Haven					
Boston	6	Houston	5	Phoenix	4	Seattle-Tacoma	4
Charlotte	2	Indianapolis	2	Pittsburgh	3	Tampa -	4
						St. Petersburg	
Cincinnati	2	Kansas City	2	Portland, OR	3	Toronto	7
Cleveland	4	Mexico	43	Puerto Rico	3	Vancouver, BC	3
		Mexico City					
Columbus, OH	2	Miami	4	Raleigh-Durham	2	Washington, DC	6
Dallas/Ft. Worth	6	Milwaukee	2	Sacramento-	3	West Palm Beach	2
				Stockton		-Ft. Pierce	
Denver	3	Minneapolis	4	St. Louis	3		
		St. Paul					
Detroit	5	Montreal	4	San Antonio	2		
Grand Rapids	2	Nashville	2	Salt Lake City	2		
Kalamazoo-							
Battlecreek							

RATES

Wild spot residual rates are based on five (5) schedules, whether the commercial is used in all three (3) major cities (NY, Chicago and LA), various combinations of one (1) or two (2) of the major cities, or whether the commercial is used in cities that are defined as one of the major cities of NY, Chicago and LA.

1. Cities not including NY, Chicago or LA

Group Size	1 st Unit	Units 2-25 ea.	Units 26-60 ea.	Units 61-125 ea.	Units 126 + ea.
Solo and Duo	\$567.10	\$ 19.41	\$ 7.20	\$ 7.20	\$ 7.20
Groups 3-5	415.15	15.13	7.80	5.65	2.80
Groups 6-8	367.55	13.05	6.61	4.41	2.26
Groups 9+	303.95	10.66	5.48	3.70	1.97

2. One of NY, Chicago or LA

Group Size	NY	Chi. or LA	2-35 units	36-100 units	101+ units
Solo and Duo	\$1,114.45	\$ 971.40	\$ 7.20	\$ 7.20	\$ 7.20
Groups 3-5	713.70	713.70	7.80	5.65	2.80
Groups 6-8	598.05	598.05	6.61	4.41	2.26
Groups 9+	490.05	490.05	5.48	3.70	1.97

3. Any two (2) of NY, Chicago or LA

Group Size	1 st Unit	2+ units
Solo and Duo	\$ 1,533.65	\$ 7.20
Groups 3-5	1,098.10	2.80
Groups 6-8	907.95	2.26
Groups 9+	700.30	1.97

4. All three (3) of NY, Chicago and LA

Use	Solo or Duo	Groups 3-5	Groups 6-8	Groups 9+
1	\$567.10	\$415.15	\$367.55	\$303.95
2	130.05	120.50	103.20	84.45
3	103.20	94.35	85.50	69.90
4	103.20	89.05	80.20	65.70
5	103.20	89.05	80.20	65.70
6	103.20	89.05	80.20	65.70
7	103.20	89.05	80.20	65.70
8	103.20	89.05	80.20	65.70
9	103.20	89.05	80.20	65.70
10	103.20	89.05	80.20	65.70
11	103.20	89.05	80.20	65.70
12	103.20	89.05	80.20	65.70
13	103.20	89.05	80.20	65.70
14 and every use thereafter	49.45 each use	30.75 each use	26.15 each use	21.20 each use

PAX TV – Paid on a per use basis

	On-Camera	Off-Camera
Solo and Duo	\$ 21.20	\$ 15.90
Groups 3-5	13.20	9.60
Groups 6-8	11.25	8.95
Groups 9+	9.10	7.45

LOCAL PROGRAM COMMERCIALS – Class B and C use

The following rates are for Class B and C use for each 13-week cycle:

Group Size	Special Class B (Including NY)	Class B (Not incl. NY)	Class C
Solo and Duo	\$1,072.95	\$875.15	\$521.50
Groups 3-5	644.70	683.40	452.00
Groups 6-8	604.30	604.30	401.70
Groups 9+	484.00	494.00	309.85

CABLE COMMERCIALS (Section 35)

This section does not apply to, nor authorize the use of, commercials on pay TV systems, as that phrase is used in the industry, which do not now carry commercial announcements.

Cable commercial rates are provided for both the cable transmission of broadcast commercials and for commercials produced for cable transmission only.

Broadcast commercials “moved over” to Cable

A cable use cycle is 13 consecutive weeks commencing with the first cable transmission on any originating cable network or system. Session and holding fees may not be credited against any cable use fees. The rates are listed in the chart below.

Commercials “made for” Cable

1. The Singer must be notified at the time of audition or hire if the Producer intends to producer a commercial for cable.
2. Session fees may not be credited except if the commercial is made for local cable systems only.
3. Cable commercials are paid in 13-week consecutive weeks.
4. The maximum period of use of a commercial produced for cable-only is one year from the session date. Producer may not use the commercial beyond the one-year Maximum Cable Use Period unless each Singer has given prior written consent for such use and terms no less favorable than provided in the SAG Commercials Contract.
5. A “made for” cable commercial may not be used on broadcast television unless each principal performer has given prior written consent; and each principal performer is paid not less than one session fee for the upgrade payment, which is not credited against use.

CABLE USE PAYMENT STRUCTURE

The compensation to each Dancer for each 13-week cycle of cable use is computed by multiplying the applicable unit price by the aggregate unit weight of all cable systems and networks on which the commercial is transmitted. In no event will the compensation be less than the minimum session fee or more than the price for 2,000 units.

The chart for the cable network or systems, their respective subscribers and unit weight, is located in the back of this book. The unit weights are updated and changed periodically.

Group Size	Minimum	Units	Units	Units	Units	Units 201	Units1,000
		1-50	51-100	101-150	150-201	- 1,000	-2,000

Solo or Duo	\$567.10	9.34	8.01	6.89	5.66	0.71	0.67
Groups 3-5	415.15	6.84	5.93	5.05	4.16	0.53	0.49
Groups 6-8	367.55	6.04	5.26	4.45	3.68	0.47	0.43
Groups 9+	303.95	5.01	4.32	3.70	3.05	0.39	0.36

Cable Minimum and Maximum Payout (13-week cycle)

Group Size	Minimum	Maximum
Solo and Duo	\$ 567.10	\$2,738.00
Groups 3-5	415.15	\$2013.50
Groups 6-8	367.55	\$1,777.50
Groups 9+	303.95	\$1,476.00

LOCAL CABLE RESIDUALS (2003 to 2006 LOCAL CABLE AGREEMENT)

Performers receive local cable residuals under the Local Cable Agreement under certain conditions. The rates under the Local Cable Agreement are paid for commercials produced for broadcast on free television and which are subsequently transmitted on local cable systems. A copy of the Agreement is local in the Document Section of the Dancers Digest.

The following three (3) conditions must be satisfied to permit payment under the Local Cable Agreement:

- 1) The aggregate subscriber count of the local cable system or systems in which the commercial is used does not exceed one million (1,000,000) subscribers for basic service.
- 2) The commercial is not delivered by satellite.
- 3) The commercial must be in concurrent use on free television in the metropolitan counties listed in the Local Cable Agreement. Otherwise, the 2003 SAG Commercials Agreement will apply (Section 35).

The cable use cycle is 13 consecutive weeks beginning with the first cable transmission on any originating cable system.

Payment must be made within 15 working days after first use on a Local Cable System.

Number of Subscribers on a System of Combination or Systems (Interconnect)

Group

From	To	Principal	3-5	6-8	9 or more
1	50,000	\$ 25.05	\$19.60	\$16.90	\$13.75
50,001	100,000	50.30	39.15	33.75	27.50
100,001	150,000	75.35	58.85	50.65	41.25
150,001	200,000	100.50	78.40	67.50	55.05
200,001	250,000	125.55	97.95	84.40	68.80
250,001	500,000	251.25	196.05	168.80	137.60
500,001	750,000	376.80	294.00	253.25	206.45
750,001	1,000,000	502.40	392.05	337.65	275.30

DEALER COMMERCIALS (Section 37)

A Dancer must be advised at the time of the audition and hire if a commercial is intended for use as a Dealer. The right to use the commercial as a Dealer is subject to the Dancer's consent.

There are two types of Dealer Commercials. Type A and Type B. Both types are made and paid for by the manufacturer or distributor of the product or service which it advertises for use as a wild spot, or as a Class B or Class C program commercial on local non-interconnecting stations where the station time is contracted and paid by the local dealer or retail outlet. In Type B, the outlets are owned by the national manufacturer or distributor.

Dealer Type A and Type B commercials are paid in 6-month residual cycles.

DEALER RESIDUALS

Type A

Group Size

Solo and Duo	
• Includes use in NY City	\$2,128.15
• Does not include use in NYC	1,882.10
Groups 3-5	1,597.95
Groups 6-8	1,408.60
Groups 9+	1,094.75

Type B

Group Size

Solo and Duo	
• Includes use in NY City	\$3,272.15
• Does not include use in NYC	2,823.25
Groups 3-5	2,429.50
Groups 6-8	2,141.70
Group 9+	1,666.80

INTERNET (Section 36)

There are two types of Internet commercials: 1) Commercials “moved-over” to the Internet from broadcast use; and 2) Commercials “made-for” the Internet.

TERMS FOR BROADCAST COMMERCIALS “MOVED OVER” TO THE INTERNET
Commercials Made for Initial Use on Broadcast Television, and then “moved-over” to the Internet.

Producer shall have the right to use a commercial made for broadcast television on the Internet unless, at the time of engagement, the performer withholds consent by checking the box provided for this purpose on the front of the contract.

A. Term of Internet Use

1. Initial Term

Provided the right to broadcast use of the commercial has not terminated, Producer may broadcast commercial on the Internet for an initial term of one year or until termination of the maximum period of broadcast use if earlier.

2. Extension Term

Upon conclusion of the one-year term of Initial Internet use, Producer may use the commercial for the remainder, if any, of the Maximum Period of Use. This period of use shall be known as the Extension Term. Producer shall have the right to Internet use during the Extension Term whether or not broadcast holding fees have been paid. Internet use during the Extension Term need not be contiguous to the Initial term.

3. Renewal Term

If the Maximum Period of Use has terminated or has been renewed, Producer shall have no further right to Internet use unless each performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided below.

B. Compensation

1. Initial Term – not less than 300% of the applicable session fee
2. Extension Term – not less than 300% of the applicable session fee

D. Time of Payment

All compensation shall be paid within 15 days after the commencement of each period of permitted Internet use.

1. Neither session fees nor holding fees may be credited against any compensation payable for Internet use.
2. Exclusivity rights shall extend to the Internet only while holding fees continues to be paid.
3. Session fees may not be credited against any compensation payable for Internet use.

UNLIMITED EDITING RIGHTS FOR COMMERCIALS “MOVED OVER” TO THE INTERNET (New Provision)

If the producer wishes to obtain extended or unlimited editing rights for a commercial moved over to the internet, then the producer may negotiate and bargain for such use with the performer. Otherwise the editing provisions of Section 26 apply.

TERMS FOR COMMERCIALS “MADE FOR” THE INTERNET (Section 36)

No minimum rates have been established for commercials “made for” the Internet. The area is new and rapidly evolving. The Union and the Producer are monitoring the deals for the “made for” Internet commercials. These are the basic terms for this area:

A. Compensation

The Producer may bargain freely with the Singer and shall pay the compensation in the amount agreed by direct bargaining. Neither the Union nor the Producer will promulgate minimum rates for the session and use. The working provisions of Schedule A shall apply to this section except allowances and liquidated damages.

B. Time of Payment

All compensation shall be paid within 15 days after the commencement of each period of permitted Internet use.

C. Pension & Health Contributions

The Producer is required to make the Pension & Health contribution on all compensation paid to the Dancer, as required by the Contract.

UNLIMITED EDITING FOR COMMERCIALS “MADE FOR” THE INTERNET (New Provision)

If the producer wishes to obtain extended or unlimited editing rights for a commercial made for the internet, then the producer may negotiate and bargain for such use. Otherwise, the editing provisions of Section 26 would apply.

NEW MEDIA (New Provision)

This area applies to commercials made for or designed for use in the New Media area. For example, commercials made for use on podcasts, mobile (cell) phones, and other digital and electronic media. New Media does not apply to commercials used on television or the internet (see rates above). In any situation, please contact the Dancers Department with respect to commercials produced for the New Media area.

A. For commercials originally “made for” initial use for broadcast television, cable or the internet, and then subsequently used in New Media.

The producer must inform the performer of the New Media use, as well as the anticipated number of commercials, and the anticipated platforms, e.g. commercials exhibited in mobisodes or via cell phones, etc.

Compensation: The Performer is entitled to not less than 300% of the session payment for the use in the New Media area for one year’s use. The terms and conditions of Section 36 A (“Moved Over to the Internet”) are modified to apply to New Media use.

Editing Rights: If the producer wishes to obtain extended or unlimited editing rights for new media use, then the performer has the right to negotiate and bargain freely for this compensation. Otherwise the editing provisions of Section 26 would apply.

B. For commercials made initially for use in the New Media area

The producer must inform the performer at the time of audition and at hiring of the anticipated number of commercials, and the anticipated platforms, e.g. commercials exhibited in mobisodes, or via cell phones, etc.

Compensation: The performer and the producer are free to negotiate and bargain for commercials made initially for use in the New Media area. The terms and conditions of Section 36 B (“Commercials Made for the Internet”) apply as modified for use in New Media.

Editing Rights: If the producer wishes to obtain extended or unlimited editing rights for new media use, then the performer has the right to negotiate and bargain freely. Otherwise the editing provisions of Section 26 would apply.

WAIVER FOR 8 –WEEK USE CYCLE ON THE INTERNET AND/OR NEW MEDIA
(New Provision)

A one-year waiver period has been allowed for an 8-week use cycle of the Internet and/or New Media. The 8-week use cycle is subject to the performer’s consent and applies only to commercials “moved over” to the internet and/or New Media from the broadcast and cable.

Compensation: Subject to performer’s consent , an amount not less than an additional session fee is paid for the 8-week cycle use. For use beyond the initial 8-week cycle, the performer shall be paid an additional 300% of the applicable session fee for one additional year’s use.

THEATRICAL OR INDUSTRIAL EXHIBITION – RESIDUAL (Section 42)

If Producer desires to use a commercial for theatrical or an industrial exhibition, the principal performer is paid an 100% of the applicable session fee for thirty (30) days use, or 160% of the applicable session fee for a maximum of twenty-one (21) months of use.

Group Size	Session Fee	21-Month Use (160%)	30-Day Use Only (100%)
Solo and Duo	\$567.10	\$907.00	\$567.10
Groups 3-5	415.15	664.24	415.15
Groups 6-8	367.55	592.03	367.55
Groups 9+	303.95	486.32	303.95

THEATRICAL OR INDUSTRIAL EXHIBITION – TOY FAIR

No payment will be required for use of commercials at toy fairs, which are not open to the general public if the performer has been paid not less than the minimum compensation provided in Section 20. A Dancer employed under the non-air commercials contract (Section 19) would be paid the difference between the non-air rate and the session fee under Section 20.

FOREIGN USE OF COMMERCIALS (Section 40)

The showing of commercials in the U.S., Canada and Mexico is included in the coverage of use and reuse fees. To acquire right to exhibit commercials beyond such areas, the principal performer's contract must contain a provision granting such right at not less than the following per maximum period of use:

1. Use in the United Kingdom – Amount not less than triple (3) the session fee.
2. Europe other than the United Kingdom – Amount not less than two (2) additional session fees.
3. For use in the Asian Pacific Zone (Australia, China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Taiwan, Thailand) – Amount not less than an additional (1) session fee.
4. Use in Japan – Amount not less than an additional (1) session fee.
5. For use anywhere in the world outside of the United Kingdom, Europe, and the Asian-Pacific Zone – Amount no less than an additional (1) session fee.

In the event a commercial is made solely for foreign use and is so used, only on-camera or off-camera session fee as is appropriate may be credited against such foreign use.

EDITING OF COMMERCIALS - (WITHOUT CREATING A NEW COMMERCIAL) **(Section 26.H)**

Prior to first the telecasting of one or more commercials made for a particular advertiser, a principal performer may be recalled for one session fee to make reasonable changes and corrections in existing soundtrack or to make changes or corrections in photography in the nature of retakes. Subsequent calls for such purpose will require separate payment for each commercial in connection with which such services are rendered. In

no event may any fees due under these provisions be credited against any other compensation due principal performer.

Contact the Dancers Department for more information @ (323) 549-6864.

PENSION & HEALTH (Section 45)

The employer's contribution rate for Pension & Health is equivalent to 14.30% of performer's gross compensation, excluding fees such as wardrobe and meal allowances, reimbursable expenses and liquidated damages.

SPANISH LANGUAGE COMMERCIALS (Schedule C)

The rates and conditions for commercials made for the Spanish language market are contained in Schedule C of the SAG Commercials Contract. The minimum session rates for Spanish language commercials are the same rates established for commercials made for the English language market under Section 20.

A. MINIMUM COMPENSATION

Producer will pay principal performer session fees (which will also constitute payment for the first commercial made for one designated advertiser) as follows:

Group Size	Rate
Solo and Duo	\$567.10
Groups 3-5	415.15
Groups 6-8	367.55
Groups 9+	303.95

B. COMPENSATION FOR RESIDUALS

PROGRAM FEES

The following program fees are applicable only when a Spanish language commercial is used on a Spanish language network. Residuals are paid in 13 week cycles

Program Fees

Group Size	Rate
Solo and Duo	\$2047.90

Groups 3-5	1499.20
Groups 6-8	1,327.00
Groups 9+	1,097.60

SPANISH WILD SPOT FEES - (WHEN USED WITH A PROGRAM COMMERCIAL)

In the event that the Spanish language commercial used on the network is also used during the same cycle as wild spot, then an additional unit payment is made within 15 business days at the completion of the cycle. Each city has a unit weight (i.e. Albuquerque – 3 units), and the table below gives the dollar value for each unit attributed to a city.

Added Wild Spot Unit Value

Group Size	Rate Per Unit
Solo and Duo	\$5.17
Groups 3-5	3.67
Groups 6-8	3.39
Groups 9+	2.63

SPANISH WILD SPOT FEES

Each city or television market area is assigned a “unit value” proportionate to the size of the Hispanic population in that area. The following market areas thus are assigned the indicated weights. All other television markets not specifically listed here are assigned the weight of one unit. The Producer pays the Singers in accordance with the scale fee for 13 weeks of use contained in Table A of the Contract.

Television Market Areas	Unit Weights
Albuquerque, New Mexico	3
Chicago, Illinois	8
Dallas-Fort Worth, Texas	6
Denver	3
El Centro, California/Yuma, Arizona	4
Mexicali, Mexico	4
El Paso, Texas/Juarez, Mexico	9
Fresno, California	3
Houston, Texas	8
Laredo, Texas/ Nueva Laredo, Mexico	2
Los Angeles, California	39
McAllen/Brownville, Texas	6
Matamoros, Mexico	6
Miami, Florida	17
New York, New York	32
Phoenix, Arizona	5
Sacramento, California	3
San Antonio, Texas	5
San Diego, California	10
Tijuana, Mexico	6
San Francisco, California	6

SPANISH FOREIGN USE

If the Producer wishes to acquire the rights to exhibit the commercial for foreign use, the Singer's contract shall contain a provision granting rights for each one-year period at additional compensation as follows:

- 1) For use in South America and/or Central American and/or Mexico (outside the border states): 3 session fees
- 2) For use in the Caribbean and/or Puerto Rico: 2 session fees
- 3) For use in any single country covered in (1) or (2) above: 3 session fees.

Except as otherwise provided in Schedule C, all terms of the Commercials Contract are applicable.

SCREEN ACTORS GUILD

INDUSTRIAL & EDUCATIONAL CONTRACT

The SAG Industrial & Education Contract is for a film and taped production where the initial first use is for non-broadcast venues, such as museums, classrooms, and tradeshows. With the applicable payments for supplemental usage, the programs can be subsequently used in theaters, broadcast and cable, sold or rented to the general public or to the industry.

There are two types of industrial programs requiring different minimum fee payments. One type is a Category I in which the program is designed to train, inform, promote a product or perform a public relations function. It may be exhibited in classrooms, museums, libraries or other places where no admission is charged. The session fee payment allows the Producer to use the program for an unlimited period of time. An example of a Category I would be a film about the history of automobiles shown at an automotive museum where a separate admission fee for viewing the program is not charged the patron.

The second type of an industrial program is a Category II. This program is intended for unrestricted exhibition to the general public. The program is designed primarily to sell specific products and services to the consuming public. An example of a Category II would be a program for a cosmetic company in which it is viewed at a retail store's cosmetic department. The program may show the viewer how to apply the product to their face, and the benefits of using the product. The Producer has the right to exhibit the program for five (5) years.

TERM OF AGREEMENT: May 1, 2005 to April 30, 2008

MINIMUM FEES PER PROGRAM

	Rates for 5/01/05 to 10/31/06		Rates for 11/01/06 to 4/30/08	
	Category I	Category II	Category I	Category II
Solo and Duo	\$ 440.00	\$ 547.00	\$ 457.50	\$ 569.00
Group	265.00	327.50	275.50	340.50
Step Out	332.00	410.00	345.50	426.50

SUPPLEMENTAL USE (Section 30)

Where the program is distributed to additional platforms and venues, an additional fee is required under the Supplemental Use provisions. A Producer has the right to make the payment within 90 days, or after 90 days. As an incentive to the Producer, the supplemental fee is less if the payment is made within 90 days.

Payment is based on “total applicable salary” or “total actual salary”. These terms are defined here.

Total Applicable Salary

In the case of a Day Performer or Three Day Performer, the Total Applicable Salary will be computed by multiplying the total number of days of the performer’s employment by the salary paid for each of such days, excluding overtime, but in the event the performer was employed at a regular daily rate, the amount above 150% is not to be included in the computation.

Total Actual Salary

“Total Actual Salary” is defined as Total Applicable Salary without the 150% limitation.

Supplemental Use Payment Schedule

Type of Use	Within 90 Days	Beyond 90 Days
A. Basic Cable Television (Worldwide) - Three (3) years’ use	15% of Total Actual Salary	65% of Total Actual Salary
B. Non-Network Television (US and Canada) – Unlimited Runs	75% of Total Applicable Salary	125% of Total Applicable Salary
C. Theatrical Exhibition (Worldwide) - Unlimited Runs	100% of Total Applicable Salary	150% of Total Applicable Salary
D. Foreign Television (Outside of US and Canada) – Unlimited Television Rights Outside US and Canada	25% of Total Applicable Salary	75% of Total Applicable Salary
E. Internet Use Five (5) years’ use	33% of Total Applicable Salary	75% of Total Applicable Salary
F. Integration and/or Customization	100% of Total Applicable Salary	100% of Total Applicable Salary
G. Sale or Rental to Industry	15% of Total Applicable Salary	25% of Total Applicable Salary
H. Rights in A, B, C, D, E, F	200% of Total Applicable	Not Applicable

and G may be acquired within 90 Days	Salary	
I. Category II Use As a Supplemental Category II use Rights for Category I Programs	50% of Total Applicable Salary	100% of Total Applicable Salary
J. Network Television	Separate negotiations and approval by Screen Actors Guild	
K. Pay Cable Television	Separate negotiations and approval by Screen Actors Guild	
L. Sale or Rental to the General Public	200% of the scale rate for the number of days worked.	
M. Program for Government Service Producer may acquire non-network television, theatrical and foreign television rights	40% of Performer's Total Applicable Salary	Not Applicable

PENSION AND HEALTH CONTRIBUTION RATES (Section 33)

The Pension & Health contribution rate payable by the Producer is 14.3%.

TIME OF PAYMENT (Section 5-G)

Producer must mail payment not later than thirty (30) calendar days after the day(s) of employment. All supplemental use payments are due within thirty (30) calendar days after initial exhibition of the program in any supplemental markets.

LATE PAYMENT DAMAGES (Section 5-G)

Damages for late payment accrue at the rate of \$3.00 per day of lateness (excluding Saturdays, Sundays and holidays) up to a maximum of thirty (30) days. The maximum late fee payment penalty is \$90.00.

If Producer does not issue payment, including the late damages within twelve (12) working days (excluding weekends and holidays) of receipt of written notice of nonpayment from the Guild, Producer will be liable for immediate additional damages in the amount of \$75.00, plus additional late fees will accrue at the rate of \$5.00 per day (exclusive of weekends and holidays) from the date of receipt of such notice by Producer without maximum limits.

SAMPLE DOCUMENTS

- **SAG DANCERS DEPARTMENT OFFICE CLAIM FORM**
- **2006-2008 SUMMARY OF CHANGES TO THE 2003 SCREEN ACTORS GUILD COMMERCIAL CONTRACT**
- **ON-CAMERA CONTRACTS**
 - DAILY PLAYER CONTRACT
 - 3 DAY PLAYER CONTRACT
 - WEEKLY PLAYER CONTRACT

**SCREEN ACTORS GUILD
BRANCH OFFICES**

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Singers Department (323) 549-6864

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