



**2022 SAG-AFTRA COMMERCIALS CONTRACT**  
**MEMORANDUM OF AGREEMENT**

Memorandum of Agreement (“MOA”) made by and between SAG-AFTRA (“SAG-AFTRA” or the “Union”) and The Joint Policy Committee, LLC (the “JPC”) on this 5<sup>th</sup> day of April 2022. This MOA sets forth the agreed upon revisions to the 2019 SAG-AFTRA Commercials Contract based upon the agreements exchanged by the JPC and the Union on April 5, 2022. Except as otherwise set forth herein, the terms and conditions set forth in the 2019 SAG-AFTRA Commercials Contract remain unchanged.

**A. The following changes shall be effective April 1, 2022.**

1. Within 60 days of ratification of the Contract, increase wages and use fees as set forth below, effective April 1, 2022:
  - (a) Increase wages and use fees under the Traditional Contract by 4.88%.
  - (b) Increase ACS Flex use fees and ACS Digital by 4.88%.
2. Amend Section 2 – Effective Date and Term to reflect the new term of the Contract as follows:

This Contract shall be for a three (3) year term commencing on April 1, ~~2019~~ 2022 and continuing to and including March 31, ~~2022~~ 2025, and shall continue in effect thereafter until terminated by either party by 60 days’ notice, in writing, to the other.

3. Amend Section 7 – Still Photographs and Stock Footage as follows:

Persons appearing in commercials in “stop action” photographs, “squeeze action” photographs, or in photographs involving similar techniques or results, and persons appearing in commercials in still photographs and/or stock footage made for any advertising purpose, which photographs and/or stock footage as used in the commercial would bring such persons within the definition of the term “principal performer” as provided in Section 6, Persons Covered, shall be entitled to sums equal to session and use fees as provided herein.

However, the following types of uses of still photographs and stock footage (as applicable) are not covered by this Contract:

- A. Preexisting photographs not made by or on behalf of Producer;

- B.** Photographs which appear in a casual leafing through an album, book, magazine, or newspaper;
- C.** Photographs of trademarks and service marks (registered and unregistered);
- D.** Photographs of packaging and labeling;
- E.** Actual print where a photograph appears incidentally and is not highlighted or featured;
- F.** Billboards, displays, and point-of-sale items which appear incidentally and are not highlighted or featured;
- G.** Atmosphere photographs, pictures, and likenesses used as incidental props, provided the person shown is not well known or prominent;
- H.** News photographs.
- I.** Footage licensed from professional or collegiate sports associations, leagues, or other similar organizations (e.g., NHL, NFL, MLB, NBA, NASCAR, MLS, and NCAA), except with respect to featured players (i.e., individual players in a close up shot or otherwise featured prominently and personally highlighted in the footage).

It is the intent and spirit of this provision that still photography and stock footage used in commercials shall not be used in a manner which evades this Contract. To that end, it is agreed that the Standing Committee shall discuss and make recommendations concerning any disagreement or interpretation regarding use of still photographs and stock footage in commercials.

4. Amend Section 18 – Public Service Announcements/Government Agency Messages as follows:
  - (a) Modify paragraph 5 as follows:

Provided a waiver for an initial one-year period has been obtained pursuant to the forgoing paragraph, and provided the performer's prior written consent has been obtained and filed with the Union, Producer may use the public service announcement for an additional one-year use period by paying the principal performers the same amount as they were paid for the original session at the conclusion of the first 12 month period. For use periods beyond the second 12-month use period, provided the Producer has complied with the foregoing, the Union shall grant a waiver for additional one-year periods without additional compensation to the performer. Notwithstanding the foregoing, any individual

performer shall have the right to negotiate at the time of engagement for a higher amount for the second 12-month use period and for compensation for such extended use beyond the second 12-month use period at the time of renewal.

- (b) Add a new paragraph 6 as follows:

In the event that an Ad Council public service announcement is used after the expiration of its MPU, the performer or the Union shall notify the Ad Council of the unauthorized use. Upon delivery by the Ad Council to the Union of: (i) evidence of the communication to stations of the expiration date of the PSA; (ii) evidence of the sending of a take-down notice to the station(s); and (iii) an assignment by the copyright holder of its cause of action for copyright infringement as to Union represented performers in the PSA, the Union and performer shall withdraw the claim.

5. Amend Section 20 – Minimum Compensation: Fees Per Commercial; Session Fees to include a new subsection (I) as follows:

Principal performers shall have the right to request and receive a copy of the script and/or storyboard upon the conclusion of the production. Provided, however, that where Producer has confidentiality concerns (e.g., where the commercial is for a new product launch or new campaign launch), Producer has no obligation to provide the script or storyboard until after the first air date of the commercial.

6. Amend Section 23 – Contractors to replace the singers’ rates as follows:

When 3 to 8 singers are employed	<u>25% of the session fee paid for contractor’s services as a member of the group as set forth in Section 20.A. or Section 20.B., as applicable.</u>
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When 9 or more singers are employed	<u>50% of the session fee paid for contractor’s services as a member of the group as set forth in Section 20.A. or Section 20.B., as applicable.</u>
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7. Amend Section 28 – Limitation of Use in Commercials of Material produced Under Other Screen Actors Guild, AFTRA or SAG-AFTRA Contracts to add a new paragraph 3 as follows:

Computer generated images or voices of a performer created by any technology now known or hereafter developed (i.e., “digital doubles”) may not be used to evade the provision of the Commercials Contract or Audio Commercials Contract.

8. Amend Section 38 – Dealer Commercials, Section 42 – Foreign Use of Commercials, and Section 43 – Theatrical or Industrial Exhibition to remove consent requirements inconsistent with those set forth on Exhibits A-1 and A-2. Amend Exhibit A-1 to include an area on the front of the document for “No Exclusivity” that contains checkboxes for Theatrical/Industrial Exhibition and Foreign Use and that Internet Only and New Media Only are replaced with Traditional Digital and Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms.

9. Amend Section 43 – Theatrical or Industrial Exhibition to clarify as set forth below:

If Producer desires to use a commercial for theatrical or industrial exhibition, the individual principal performer’s contract shall contain a provision requiring additional compensation for such right of not less than 100% of the applicable session fee for all categories of principal performers payable when such exhibition occurs and shall constitute payment for 30 consecutive days following the first exhibition. An additional 60% of the applicable session fee shall be payable for any additional use which occurs beyond the 30<sup>th</sup> day. Use of a commercial for theatrical or industrial exhibition may be worldwide.

10. Amend Section 47.A. – Contributions to Pension and Health Plans to reflect an increase to the total contribution rate of 20.5% (JPC authorizers will receive a 1.25% waiver of the pension increase (for a total contribution of 19.25%). All increases shall be directed to the SAG-AFTRA Health Plan. In addition, 0.1% of the IACF contribution rate shall be redirected to the SAG-AFTRA Health Plan. Revise the reference to “SAG-AFTRA Motion Picture Players Welfare Fund” to reflect the merger of the SAG-AFTRA Motion Picture Players Welfare Fund into the SAG-AFTRA Foundation.

11. Section 47.A. – Contributions to Pension and Health Plans shall be further amended to add the new paragraph 4 below that clarify the escalation of the contribution rate and the due date for contributions to the Plans:

Contributions to the Plans are due within thirty (30) days of the date that the compensation upon which the contributions are based is required to be paid to the performer. This requirement is in lieu of and notwithstanding any conflicting language in any of the benefit plan trust agreements.

12. Amend the third paragraph of Section 56.B. –Transfer of Rights – Assumption Agreement set forth below:

Transferee hereby agrees, expressly for the benefit of SAG-AFTRA and its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract and all Social Security,

withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, IACF and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 47.E as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration provisions and procedures contained therein.. Upon the Union's or the Plans' written request, Transferee agrees to timely provide to the Union and the Plans unredacted copies of all contracts relating to services provided under such performer contracts. any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

13. Amend Section 58.H. - Arbitration amend as follows:

It is the policy of the Union not to process unduly late claims. Claims regarding audition, travel or production-related session claims (e.g., overtime, wet pay, smoke pay, meal periods, etc.) shall be submitted to Producer no later than 6 months from the date of such audition, travel or session, or, if the claim is related to payment, 6 months from the date the payment is made. It shall be the understanding of the parties that the term "production-related session claims" is meant to identify those session-related claims where the contract violation can be ascertained at the time of session or at the time that the session payment is received. Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period of Use or the date that performer is released from exclusivity, whichever is sooner. There shall be a 4-year statute of limitations for all other claims. The statute of limitations shall begin to run on the date that the performer knew or should have known that a claim existed.

14. Amend Section 69 – Title as follows:

This Contract shall be known as the ~~2019~~ 2022 SAG-AFTRA COMMERCIALS CONTRACT.

15. Amend Schedule A as set forth in Appendix C.

16. Amend Schedule A.I.F.4. – Makeup, Hairdress, Wardrobe and Wardrobe Allowance and Schedule D.IV.17.K.3. – Body Make-Up; Skull Cap; Hair Goods and Haircuts to add the following language:

Producer will utilize only qualified hair stylists and makeup artists for cutting and styling a performer’s hair and applying their makeup. Producer must provide qualified hair stylists and makeup artists and the appropriate products so that the needs of performers may be met. With respect to diverse hair and makeup, “qualified” means hair stylists with proven ability and experience styling a variety of textures and styles, (e.g. tight curls, curly, wavy, straight, tapered, braids, locks, twists, fades, locked hairstyles, etc.) and makeup artists who are experienced in working with diverse skin pigments and features.

17. Amend Schedule A.I.FF.3. – Dancers, Pension & Health as follows:

~~If a dancer has had any earnings in 5 prior years in the Union, and is employed to work on a commercial as a choreographer, but not as a dancer or in any other category covered by the Contract,~~ Producer shall contribute to the Plans on the choreographer’s behalf on the basis of the minimum session fee for principal performers as set forth in Section 20.A. of this Contract.

So as to provide Pension and Health coverage for those dancers engaged as Assistant Choreographers, Producer agrees to contribute to the Plans on the ~~accounts of such individuals who have had prior contributions made in 5 of the last 10 years~~ Assistant Choreographer’s behalf on the basis of the minimum session fee for Group Dancers 3+ as set forth in Section 20.A. of this Contract.

18. Amend Schedule D.III.3.F.(a)-(b) – Production, Hazardous Work as follows to provide examples of hazardous working conditions:

- (a) When an extra performer is given a call, ~~he/she~~ they must be given a complete description of the work to be performed. ~~In all cases, the extra performer and~~ must be advised of any unusual working conditions including, but not limited to, work with animals, hazardous working conditions (e.g., wearing clothing that is not appropriate for the weather or temperatures, working in extreme weather, and/or activities involving repetitive excessive physical stress such as running up and down a hill several times), night work, and wet, dust and smoke work. When an extra performer is not notified, ~~he/she~~ they shall be given the option of refusing to work, and must be paid a full day’s pay.
- (b) Extra performers who are hired on the minimum check, and who thereafter accept hazardous work, shall be entitled to additional compensation and the amount of additional compensation shall be agreed to between the extra performer and

Producer, or Producer's representative, prior to the performance of such work. An extra performer will not be discriminated against for refusing to accept hazardous work. Extras who are required to be passengers in vehicles engaged in stunt driving shall be paid an additional Commercial Extra Performer Unlimited Use or Initial 13-Week Use session fee (as applicable based upon their engagement) as set forth in Schedule D.III.6.A. The foregoing shall be subject to the assessment of the qualifications of performers to be passengers in vehicles engaged in stunt driving, applicable insurance requirements (if any), performer safety considerations, and compliance with the Stunt Driving Guidelines.

19. Amend Sideletter #9 – Experimental Social Media and YouTube Waiver to: 1) remove “Experimental” from the title; and 2) to delete the sunset provision.

As per language in Schedule A.I. Audition, when this waiver is being used, it must be stated in the audition notice.

20. Amend the 2020 Low Budget Digital Waiver to extend the sunset through December 31, 2022. The bargaining parties agree to meet prior to the sunset date to discuss the terms of the waiver and any impact of the new structure on the waiver.

**B. The following changes shall be effective June 1, 2022:**

1. Increase wages and use fees under the Traditional Contract by an additional, compounded 4.88% for commercials produced on or after June 1, 2022.
2. Commencement of new compensation structure set forth on Appendix A, with session fee set at same rate as Traditional Contract (i.e., \$783.20 for on-camera principals). For clarity, the wage increases set forth in A.1 and B.1 shall not apply to the specified use rates under the new compensation structure set forth on Appendix A.
3. Termination of ACS Upfront Plus, ACS Flex, and ACS Digital Upfront. Commercials produced under the ACS Upfront Plus, ACS Flex, and ACS Digital Upfront prior to June 1, 2022 will continue to apply those ACS terms through the expiration of the MPU. Upon expiration of the MPU, any renewal must be negotiated under either the Traditional Contract or the new compensation structure set forth on Appendix A.
4. Amend paragraph 2 of Section 17.A.2. – Restrictions on Use of Commercials; Additional Services to clarify the double scale rate as follows:
  2. **YouTube.** Provided that the below conditions are met and with the understanding that the following is a minimum that individual performers may bargain over and above at the time of engagement, liability for the exhibition of a commercial on an

advertiser's and/or agency's YouTube channel(s) in violation of Section 17 after the expiration of the MPU (an "Unauthorized Use") shall be fixed at double scale calculated based on the duration of the Unauthorized Use, but to not exceed two (2) years, ~~and applying the move over or made for (as applicable) Internet rate in effect at the time of any payment made under this provision~~ applying the Traditional Digital rate then in effect;

5. Delete Section 26 – Editing of Commercials, and replace with a new editing structure as set forth on Appendix B, which shall apply to commercials that commence production on or after June 1, 2022.
6. Amend Section 30.A. – Maximum Period of Use of Commercials and Section 31.A. and A.1. – Hold Fee — Fixed Cycle to reflect a modified calculation of the MPU as set forth below.

Section 30.A. Except as provided below for animated cartoon commercials and except as provided in subsection B hereof, the maximum period during which a commercial may be used shall be not more than 21 months after the date of commencement of the use of the commercial or 13 weeks after the commencement of the first fixed cycle as defined in Section 31, Holding Fee — Fixed Cycle. The maximum period during which an animated cartoon commercial may be used shall be no more than 21 months commencing with the earlier of the date of the first use of the commercial or 13 weeks following the first recording date for off-camera recording, ~~fixed cycle~~ unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be 24 months commencing with the date of the first fixed cycle for the off-camera principal performers.

The bargaining parties will direct the payroll services to report the date of the final production day to performers as a part of their session payments for all commercials. Maintain the provisions of Section 30 to the extent that they are consistent with the foregoing.

Section 31.A. For the purpose of applying the provisions of this Section pertaining to the holding fee, each period of 13 consecutive weeks beginning with the ~~first~~ last day of employment (excluding recalls/retakes) of any on-camera principal performer in a commercial is herein referred to as the "fixed cycle". All 13-week fixed and use cycles referred to in this Contract may be calculated by counting 13 weeks or 3 months less one day. Whenever reference is made in this Contract to weekly periods of use, sometimes referred to as "cycles," it shall be deemed to mean consecutive weeks, in

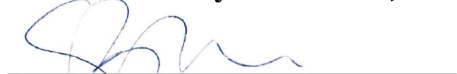


accordance with the accepted interpretation in the radio and motion picture industries.

1. The first fixed cycle for all on-camera principal performers in a commercial shall commence on the ~~earliest~~ last day on which services, excluding recalls/retakes including rehearsal, are performed in the commercial by any on-camera principal performers. ~~Services such as auditions, fittings, and tests shall not be deemed services for purposes of this Section.~~ (See Example 3, subsection H.<sup>1</sup>)
  
7. Amend Sideletter #9 – Social Media and YouTube Waiver to: 1) Revise paragraph 6 to state that “Editing of commercials produced under the Social Media and YouTube Waiver is permitted under the new editing structure; and 2) include the following new paragraph 7: If Producer wishes to move a commercial produced under the Social Media Waiver to linear or Streaming Platforms/All Digital, Producer shall first obtain consent from the performer. Principal performers appearing in the commercial moved will receive a session fee and use for each commercial moved. Subsequent cycles for use of the original commercial in social media and/or YouTube shall be paid under the Traditional Digital provisions.
  
8. Effective December 31, 2022, the Traditional Contract payment and editing structure shall terminate. Commercials produced under the Traditional Contract prior to December 31, 2022 shall continue to apply the Traditional Contract payment and editing terms through the expiration of the MPU. Any renewal shall be under the new compensation and editing structures set forth on Appendices A and B.

Except as modified herein, the terms and conditions set forth in the 2019 SAG-AFTRA Commercials Contract remain unchanged.

**The Joint Policy Committee, LLC**



Stacy K. Marcus  
Chief Negotiator

Date: 5/6/2022

**SAG-AFTRA**



Duncan Crabtree-Ireland  
National Executive Director

Date: May 6, 2022

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<sup>1</sup> Example to be revised in new Contract book.

**APPENDIX A**  
**PERFORMER COMPENSATION, HOLDING FEES, AND EXCLUSIVITY**

1. Rates set forth below reflect rates for on-camera principals.<sup>2</sup>

(a) **Compensation Structure for Linear and Linear + Digital**

(i) **Session:** Session fees shall be paid per Section 20 (for principals) and Schedule D.I.6. (for extras).

(ii) **Use:**

(A) Crediting of session and holding fees for all media types under Compensation Structure for Linear and Linear + Digital.

(B) Each 4-week, 13-week, or 1-year cycle of use shall be paid as set forth below for each use type. All use fees are payable on the earlier of fifteen (15) working days from first use or 13 weeks following the final production day. All cycles may be used non-consecutively during the MPU, provided and for so long as Producer is paying holding fees to all principal performers in the commercial.

(1) Traditional Digital (e.g., social media, YouTube, brand websites, retailer websites, third-party websites, etc.)

(a) 4 week – \$700

(b) 13 week – \$1,100

(c) 1 year – \$3,400

(2) Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms: All use and editing fees may be freely bargained.

(3) Streaming Platforms (e.g., Amazon Prime, Hulu, Netflix, Disney + AppleTV+, Peacock, Paramount Plus, YouTubeTV, etc.) and All Digital (i.e., Traditional Digital and Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms):

(a) 4 week – \$1,100

(b) 13 week – \$2,550

(c) 1 year – \$7,500

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<sup>2</sup> Industrial use and Foreign use shall be calculated in the same manner as currently set forth in Sections 42 and 43.

(4) Class A (including any simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

(a) Compensation for Class A commercials shall be paid in 13-week cycles and calculated on a per-use declining scale basis as set forth in Section 34.B.

1. 1st use: Equivalent to Session Fee
2. Uses 2+: Reduce current 2019 Class A Table Rates by 5%

(b) The maximum compensation payable for Class A in any 13-week cycle shall be \$20,000 for on-camera performers and \$15,000 for off-camera performers (the “Class A cap”). The cap on Class A compensation shall apply only to commercials produced by advertiser signatories and/or advertising agency signatories. The cap shall be treated as a scale term subject to increase and to bargaining at the time of engagement.

(c) Amend Section 47 to create a 0.2% Digital Transition Impact Mitigation Fund (“DTIMF”). The Fund will be disbursed to performers negatively impacted by the recalibration of traditional media exhibition formulas that the Union has agreed to as part of the reallocation of compensation to digital platforms. The Union will take responsibility for monitoring, analyzing use patterns and identifying eligible performers in order to determine how the fund should be disbursed. In the event that it is necessary to create a jointly-trusted entity to facilitate the establishment of the Fund, the JPC will cooperate with SAG-AFTRA in the creation of such an entity. The bargaining parties shall reevaluate the DTIMF and Class A cap in future negotiations.

(5) National Cable (including local cable, simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

(a) 4 week – \$1,500

(b) 13 week – \$4,100

(c) 1 year – \$13,500

(6) Local Cable (including simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

- (a) 4 week – \$300
- (b) 13 week – \$800
- (c) 1 year – \$3,000

(7) Wild Spot (including local cable simulcast and non-streaming VOD (i.e., VOD accessed via your TV provider)):

- (a) 4 week (all markets) – \$800
- (b) 13 week (all markets) – \$2,000
- (c) 13 week (excluding NY and LA) – \$1,100
- (d) 1 year (all markets) – \$7,200
- (e) 1 year (excluding NY and LA) – \$4,000

(8) Diginets:

- (a) Per Use – \$29.33
- (b) 13 weeks – \$5,000

(9) Dealer:

- (a) 4 week – \$700
- (b) 13 week – \$1,600
- (c) 1-year – \$6,200

(10) Spanish Language – Program (Remove Schedule C.):

Maintain Spanish Foreign Use and Spanish language Exclusivity terms. During the term of the Contract, the bargaining parties shall meet with Spanish language performers, agencies and advertisers to discuss compensation terms for Spanish language commercials produced hereunder.

- (a) 4 week – \$1,000
- (b) 13 week – \$3,000
- (c) 1 year – \$10,000

(11) All other North American Use (ITN/Unwired Networks, Class B, Class C):

- (d) 4 week – \$325
- (e) 13 week – \$1,000
- (f) 1 year – \$3,500

(b) **Compensation Structure for Digital Only Use**

(iii) **Session:** Session fees shall be paid per the main Contract. No holding fees are due. Session may be applied.

(iv) **Use:** All use fees are payable on the earlier of fifteen (15) working days from first use or 13 weeks following the final production day (excluding recalls/retakes). All cycles may be used non-consecutively during the MPU, provided and for so long as Producer is paying holding fees to all principal performers in the commercial.

(1) Traditional Digital:

- (a) 4 week – \$700
- (b) 13 week – \$1,100
- (c) 1 year – \$3,400

(2) Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms: All use fees, editing fees and exclusivity, if desired, may be freely bargained.

(v) **Exclusivity:** There shall be no automatic exclusivity for commercials used exclusively on Traditional Digital and/or Gaming platforms/Virtual worlds/Augmented reality/Emerging platforms. Producers may obtain exclusivity from principal performers for Traditional Digital by obtaining the consent of the principal performer and paying one holding fee in the amount of (1) session fee for each 13-week period. The session fee shall act as the holding fee for the first 13-week period and may be credited; subsequent holding fees shall not be credited. Exclusivity for Gaming platforms/Virtual worlds/Augmented reality/Emerging platforms may be freely bargained.

**APPENDIX B**  
**COMMERCIAL EDITING RULES AND EXAMPLES**

The terms of this Appendix B apply for commercials that commence production on or after June 1, 2022.

The following terms shall apply to alterations of commercials:

1. All editing provisions apply to all commercials produced under the Contract.
2. There are four (4) types of changes that do not create a new commercial: (1) Shorter/Longer Versions; (2) Permitted Changes; (3) Paid Edits; and (4) Addressable Edits. All such edits may run in the same market at the same time and will be considered one commercial for use purposes. All other changes to a commercial (“Unpermitted Edits”) result in a new commercial for use purposes. Shorter/longer version fees, paid edit fees and addressable edit fees are due within fifteen (15) working days of first use of the shorter/longer version, paid or addressable edit.

(1) **Shorter/Longer versions:** Producer may create shorter/longer versions without triggering a new commercial. Each shorter or longer version must use only footage from the same production, provided that such footage relates to the same script or storyboard and does not create an Unpermitted Edit of the longest version produced. This does not authorize the creation of “wild footage” as that term is understood in the Industry. Shorter/Longer versions shall be paid as follows:

- (i) No additional compensation due for the 1<sup>st</sup> and 2<sup>nd</sup> shorter/longer versions;
  - (ii) The 3<sup>rd</sup> shorter/longer version shall trigger the payment of a session fee to principal performers in the 3<sup>rd</sup> shorter/longer version;
  - (iii) Each additional shorter/longer version after 3 shall trigger a payment of 30% of a session fee per shorter/longer version to principal performers in the shorter/longer version(s);
  - (iv) Shorter/longer version fee(s) shall not be credited against any other payment due under the Contract;
  - (v) Producer submits a commercial to an advertiser’s Advertising Library (or other similar asset management platform) for the purpose of allowing unlimited edits for use in digital (but not including Streaming Platforms), Producer shall pay each principal performer 4x session fees for unlimited editing rights during the Maximum Period of Use.
- (2) **Permitted Changes:** No additional payments are due to any performers in the commercial other than any performer(s) engaged to render services in connection with the Permitted Change. Principal performers making such changes shall be paid separately the applicable tag rates for each such change.

- (i) Change tags, dealer ID, legal/network (previously, Section 26.D. and E.); dates, factual information (previously Section 26.I); offers (previously Section 26.K.); and supers;
- (ii) Rearrangement of on-camera material (previously Section 26.G.);
- (iii) Change VO/music (previously Section 26.F.);
- (iv) Foreign language voiceover (previously Section 42.A.5.); and
- (v) The introduction and/or ending of a commercial may be changed to another product in the same product line or to a different variant of the same product (e.g., a different color, model, size, scent, and flavor) as long as the change is in the nature of a “tag” as that term is customarily used in the Industry, i.e., a short appendage to the body of a commercial (previously Section 26.C.).

(3) **Paid Edits:** Any change to a commercial described below shall constitute a “Paid Edit.” All principals in the commercial as edited shall receive the following Paid Edit fee(s) based on the session fee for on-camera or off-camera, as applicable. Edit fee(s) shall not be credited against any other payment due under the Contract.

First Edit	1x session fee
Second Edit	75% of a session fee
Third Edit	50% of a session fee
Fourth Edit (and all subsequent edits)	30% of a session fee

- (i) The product may be changed to another product in the same product line or to a different variant of the same product (e.g., a different color, size, scent or flavor) beyond the nature of a tag.
- (ii) The edit changes the setting or adds an additional setting to the commercial, provided such changes can be made during the same production via CGI or green screen or do not otherwise require the cast to travel to a different location or set.
- (iii) Performers may be asked to shoot the same script/storyboard featuring the same product/service with different wardrobe and props to align with the edited background change. Performers shall receive a session fee for each shoot and shall receive the paid editing fees for each commercial after the original.

(4) **Addressable Edits:** Addressable commercials (defined as commercials that are specifically produced to show in multiple variations, each of which will be dynamically inserted at the level of individual households) may be edited (i.e., Addressable Edits) upon payment of the Addressable Edit Fee without creating a new commercial, provided that the only footage and/or soundtrack used to make the edit is taken from

the original production and that the edit does not change the commercial concept or message. Upon request, the producer shall provide documentation proving that the commercial is an addressable commercial. Performers appearing in Addressable Edits shall be paid the following fees, which shall not be credited against any other payment due under the Contract.

On-Camera Principal	One-time fee equal to 200% of the on-camera session rate.
Off-Camera Principal	<p>50% of the off-camera session rate for every Addressable Edit created if the off-camera principal renders services for the edit.</p> <p>If the off-camera principal does not render services, then they receive a one-time fee equal to 200% of the off-camera session rate.</p> <p>If the off-camera principal renders services on some, but not all, of the Addressable Edits, they shall receive both a one-time fee equal to 200% of the off-camera session rate and 50% of the off-camera session rate for every Addressable Edit created for which the off-camera principal renders services.</p>
Extra	One-time fee equal to 50% of the unlimited use extra session rate.

- (i) The commercial may be edited to show a different setting (e.g., beach to rolling hills);
- (ii) The product may be edited to show a different product in the same product line (e.g., F-150 to F-250);
- (iii) The product and/or package may be edited to show a different variant of the same product (e.g., a different color, size, scent or flavor) beyond the nature of a tag; and
- (iv) Subject to Section 20.F. of the Contract (Joint Promotions), any element other than the product may be edited to show a different element:

Example: A surfboard in a car commercial may be replaced with a snowboard in the same commercial;

Example: The driver in a car commercial is wearing a bathing suit in one edit and a ski jacket in the second;

Example: A shot of a group of men walking past a car in a car commercial is replaced with a different shot of the same action;



Example: A female driver in a car commercial is speaking to a male passenger in one edit, and in the second a male passenger is now the driver and the female driver is now the passenger; and

Example: Footage of a female driver is switched out for a male driver, both on the same dusty dirt road in an F-150.

3. **Unpermitted Edits** shall include, but not be limited to, the following types of edits, which result in a new commercial for use purposes:
- (i) The edit changes the concept of the commercial. The “concept” refers to the basic idea by which the commercial conveys the commercial message.
  - (ii) The edit changes the commercial message, which refers to the specific message that the advertiser wants to convey to the consumer about the product or service being advertised.
  - (iii) The edit adds new on-camera principal(s) to the commercial; provided, however, that Producer may add an on-camera principal into a longer or shorter version if the footage was produced during the same production and related to the same script or storyboard, in which case that shall be a Permitted Edit.
  - (iv) The edit adds an additional product or brand in a manner that is not allowed under the editing provisions set forth herein.

The following examples are provided to illustrate the editing rules set forth above:

#### **EXAMPLE 1: Bank/Financial Institution**

Base Spot:

:60 for mobile banking with 6 on-camera principals (“OCPs”) shown using the mobile app. The concept/commercial message is “all of your banking in the palm of your hand.”

Shorter/Longer Versions:

- :30 showing 4 OCPs using the app
- :30 showing 5 OCPs using the app
- :15 that is a direct lift of the :60 – **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :15 showing 2 OCPs in a longer scene, using new material from the same production – **30% of session fee due to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :07 showing 3 OCPs in a shorter scene, using new material from the same production – **30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version and in each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

Paid Edits:

- :15 shot tightens on the phone in hand (i.e., existing footage) showing the investing feature within the app, where the phone screen is adjusted in post-production. No changes to the commercial message or concept. **Session fee to principal performers in the Paid Edit because the Producer is changing a product feature.**
- :15 shot tightens on the phone in hand (i.e., existing footage) showing savings account within the app, where the phone screen is adjusted in post-production to display: Check your savings, banking all in the palm of your hand. No changes to the commercial message or concept. **75% session fee to the principal performers in the 2<sup>nd</sup> Paid Edit.**

Unpermitted Edit Resulting in a New Commercial:

:15 uses existing footage but changes the commercial message/concept to “Life moves pretty fast, banking that doesn’t slow you down.” **This is a new commercial because it changes the commercial message/concept from app use to speed.**

**EXAMPLE 2: Automobile**

Base Spot:

:60 for SUV. The concept/commercial message is “perfect for family life.” The video shows a family of 4 OCPs in the SUV driving through the woods, mountain biking together, swimming, and canoeing.

Shorter/Longer Versions:

- :30 showing the family in the car and swimming, and a scene from the shoot of them running into the water is added
- :30 that is a direct lift of the :60
- :15 showing the family in the car and mountain biking - **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :15 showing the family in the car and canoeing – **30% of session fee due to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :10 showing the family in the car and canoeing that is a shorter version of the :15 above – **30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version and each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

Paid Edits:

- :30 showing the mother driving instead of the father. **Session fee to principal performers who shoot the change and 1x session fee to principal performers in the 1<sup>st</sup> Paid Edit.**
- :30 showing wardrobe changes from bathing suits to rash guards. **Session fee to principal performers who shoot the change and 75% session fee to principal performers in the 2<sup>nd</sup> Paid Edit.**

Unpermitted Edits Resulting in New Commercials:

- :30 is changed to show a female couple in the front seats of the car and canoeing with the children.
- :30 is changed to show a male couple in the front seats of the car and swimming with the children.

**Both are Unpermitted Edits because new OCPs were introduced throughout the commercials.**

**EXAMPLE 3: Telecommunications**

Base Spot:

:60 showing 6 OCPs in various environments video chatting on their iPhones. The commercial message/concept is “New 5G allows you to video chat anywhere.”

Shorter/Longer Versions:

- :30 with fewer OCPs and new footage from the production, but not a direct lift
- :30 that is a direct lift of the :60 base spot
- :15 with fewer OCPs than the :60 base spot - **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :15 that is a direct lift of the :30 – **30% of session fee due to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :07 with one OCP video chatting –**30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version and in each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

Paid Edits:

- :30 showing OCPs holding an iPhone mini (i.e., a product change). **Session fee to OCPs who shoot the change and 1x session fee to all OCPs in the 1<sup>st</sup> Paid Edit.**
- :15 lift of the above :30. **2<sup>nd</sup> Paid Edit, so 75% of session fee to all OCPs in the 2<sup>nd</sup> Paid Edit.**

Unpermitted Edit Resulting in a New Commercial:

:30 is changed (beyond the nature of a tag) to modify the commercial message/concept by removing the reference to 5G and instead saying, “Now offering the new iPhone 27, available today.” New footage is also added showing close-ups of the new iPhone and its features (camera). **This is a new commercial because the commercial message/concept changed from 5G to the iPhone 27.**

**EXAMPLE 4: Soft Drinks**

Base Spot:

:60 showing OCPS eating different foods that go with cola. They are at a picnic, at the beach, and by the pool.

Shorter/Longer Versions:

- :30 showing the OCPs at a picnic and at the beach
- :30 showing the OCPs at the beach and by the pool
- :15 showing the OCPs at a picnic - **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :07 showing the OCPs by the pool – **30% of session fee due for to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :08 showing the OCPs at the beach – **30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version and each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

Paid Edits:

- :15 where the editor changes the park from spring to fall. **1x session fee paid to all OCPs in 1<sup>st</sup> Paid Edit.**
- :15 with 2 OCPs holding a cherry cola throughout the spot. **1x session fee paid to the 2 OCPs shooting the change and 75% session to all OCPs in 2<sup>nd</sup> Paid Edit.**

Unpermitted Edit Resulting in a New Commercial:

:15 that uses the footage of people with cola, but no food is shown. In addition, the commercial message/concept changes to: “Everyone you see loves this cola.” **This change results in a new commercial because you changed the commercial message/concept from, “great with food” to “cola=love”.**

**EXAMPLE 5: Pizza Place Delivery**

Base Spot:

:60 food delivery company creates an English-speaking spot with 5 OCPs, showing a family running to the door to meet the delivery person. The commercial message/concept is “Everyone runs for delivery.”

Shorter/Longer Versions:

- :60 shot again with the OCPs speaking Spanish. **All performers paid a session fee to shoot the change.**
- :30 of the Spanish version
- :30 of the English version- **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :15 with 3 OCPs – **30% of session fee due for to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :10 features 1 OCP (not speaking) open for language changes – **30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version and each shorter or longer version thereafter**

Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

Paid Edits:

- :30 that swaps pizza for breadsticks throughout the body of the commercial. **1x session fee paid to OCPs who shoot the change and 1x session fee is paid to OCPs in 1<sup>st</sup> Paid Edit.**
- :15 lift of above :30 with breadsticks. **75% session fee is paid to OCPs in the 2<sup>nd</sup> Paid Edit.**
- :10 lift of the :15 with breadsticks. **50% session fee is paid to OCPs in the 3<sup>rd</sup> Paid Edit.**

Unpermitted Edits Resulting in New Commercials:

- :60 that adds a scene (shot during a different production) where the nextdoor neighbor is shown running to the pizza delivery person. **This change introduced new OCPs to the commercial and results in a new commercial for use purposes.**
- :30 showing the family running, no delivery person, and a change in the commercial message/concept to: “Short on time? Pick up your pizza today.” **This is an unpermitted edit because it changes the commercial message/concept of the commercial.**

### **EXAMPLE 6: Insurance**

#### Base Spot:

:30 by an insurance company showing a re-enacted story of a real accident. The driver is jamming out to a rock band and slams into a rock while waiting in a drive-thru line when his foot accidentally hit the gas. The concept/commercial message is “real rock-and-roll accident.”

#### Shorter/Longer Versions:

- :30 showing different footage of the crash from the same production
- :60 longer version created from the production footage because the commercial is so popular
- :15 lift of the new longer version- **1x session fee due to principal performers whose work is in the 3<sup>rd</sup> shorter/longer version**
- :15 lift of the original :30 – **30% of session fee due for to principal performers whose work is in the 4<sup>th</sup> shorter/longer version**
- :08 shorter version for Instagram – **30% of session fee due to principal performers whose work is in the 5<sup>th</sup> shorter/longer version**
- :30 is made from the production footage, featuring outtakes of the commercial – **30% of session fee due to principal performers whose work is in the 6<sup>th</sup> shorter/longer version and in each shorter or longer version thereafter**

#### Permitted Changes:

- Change tags, dates, factual information, supers, offers and legal;
- Rearrange the scenes;
- Change VO/music; and
- Foreign language change.

#### Paid Edits:

- :30 showing a different car crashing, but everything else remains the same. This introduces a new scene in the body of the commercial, not in the nature of a tag. **The OCPs who shoot the change (i.e., the OCP and the stunt driver) are paid an additional session fee for shooting the change and another session fee for the 1<sup>st</sup> Paid Edit.**
- :15 is created with the new car. **75% of a session is paid to all OCPs in 2<sup>nd</sup> Paid Edit.**

#### Unpermitted Edit Resulting in a New Commercial:

:30 showing a montage of re-enacted accidents, the “top 5” claims of all time. Scenes are edited with footage from other commercials. New performers are added. The commercial now features footage from multiple commercials with a new concept/commercial message. **This would be a new commercial for use purposes.**

**APPENDIX C**  
**AMENDMENTS TO SCHEDULE A**

**SCHEDULE A — WORKING CONDITIONS — PRINCIPAL PERFORMERS**

**I. ON CAMERA**

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**I. Casting and Auditions**

1. Auditions

Except as otherwise specified below, the following shall apply to in-person auditions and self-taped or live-remote auditions (“virtual auditions”):

- (a) An audition for a given commercial or commercials must be scheduled by Producer for a specific time (or for a self-taped audition, a due date for Producer’s receipt of the self-taped audition must be specified) and the principal performer or his/her representative notified thereof. A call, text, or email to the principal performer’s representative shall be deemed sufficient. Performers shall be notified of the primary areas of conflict prior to audition. Such notification may be in generic terms that do not identify the advertiser or its specific product or service.

A standard Audition Report Form, Exhibit E to this Contract, shall be used for all auditions.

Producer’s signature on the Audition Report Form shall not constitute a verification of the information supplied by the principal performer referred to herein and the form shall so state.

The Audition Report Form shall also provide for the following information:

- (i) Intended use.
- (ii) A declaration to be signed by an authorized representative of Producer stating:  
“This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing or as a scratch track without payment of the minimum compensation provided for in the Commercials Contract and shall be used solely to determine the suitability of the performer for a specific commercial.”
- (iii) The name of the principal performer who is hired, if known, at the time the Audition Report Form is filed pursuant to this Section I.1.(a).
- (iv) Whether the audition is for an on-camera or off-camera principal performer or extra performer.



(v) A declaration that the confidentiality provisions set forth on Exhibits A-1 and A-2<sup>3</sup> shall also apply to all auditions.<sup>4</sup>

(vi) The name of the responsible person or persons who may be contacted by the Union to ascertain the use made of the recorded audition material, unless Producer has informed the Union in writing of the person designated to handle all such inquiries.

If the name of the principal performer who is hired is not provided in the Audition Report Form which is filed pursuant to this Section I.1.(a), the Union may, within 60 days after the filing of the Audition Report Form and by reference to specific Audition Report Form(s), request information (a) as to whether a principal performer was hired and his/her name; and (b) to verify compliance with the Declaration referred to in subparagraph (a).(ii) above. Such information shall be provided within 60 days of the request by the Union. The Union may at any time make inquiries regarding compliance with equal employment obligations.

It shall be the responsibility of Producer to provide such forms which must be properly completed and emailed to [commercialreporting@sagaftra.org](mailto:commercialreporting@sagaftra.org) or mailed to the nearest Union office on the 1<sup>st</sup> and 15<sup>th</sup> of each month. It shall be Producer's responsibility to examine all Audition Report Forms before ~~mailing~~ sending, inasmuch as all overtime and call-back data shall be presumed correct unless Producer notes otherwise.

In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in the amount of \$150 shall be

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<sup>3</sup> Section 6 of Exhibits A-1 and A-2 shall also be amended as follows:

#### 6. NON-DISCLOSURE/CONFIDENTIALITY

'Confidential Information' means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of, and products involved in the production and any and all information regarding the creative elements (including, without limitation, scripts and storyboards) whether communicated orally, in written form, or electronically. Confidential information does not include information that was lawfully in Performer's possession prior to being disclosed in connection with the employment of Performer, is now, or hereafter becomes generally known to the public, or that Performer rightfully obtained without restriction from a third party. Performer acknowledges that Performer has and will become aware of certain Confidential Information. Unless otherwise required by law, Performer agrees that, without Producer's prior written approval, Performer shall hold such Confidential Information in the strictest confidence and that Performer will not disclose such Confidential Information to anyone (other than Performer's representatives in the course of their duties to Performer, which representatives shall be bound by the same restrictions as set forth in this Agreement) or utilize such Confidential Information for Performer's benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit Performer from disclosing Confidential Information concerning Performer's wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any nondisclosure agreement that has not been approved in advance and in writing by the Union.

<sup>4</sup> The Non-Disclosure/Confidentiality language as modified in Exhibits A-1 and A-2 shall be added to Exhibit E – Commercial Audition Report.

payable to the Union. Failure to ~~mail~~ send Audition Report Forms on any due date is a breach.

- (b) If, at either a 1<sup>st</sup> or a 2<sup>nd</sup> audition, the principal performer is required to remain for more than 1 hour from the time of call or arrival, whichever is later, ~~he/she~~ they shall be compensated for all time on said call in excess of 1 hour, at straight time, in ½-hour units, at the rate of \$41.98<sup>5</sup> per unit. The payments set forth in this subparagraph (b) shall not apply to self-tape auditions.
- (c) A 3<sup>rd</sup> audition shall be not less than 2 hours, for which the principal performer shall be paid a minimum fee of \$167.93<sup>6</sup>. For all time in excess of 2 hours, the principal performer shall be paid at straight time in ½-hour units, at the rate of \$41.98<sup>7</sup> per unit.
- (d) A 4<sup>th</sup> and all subsequent auditions shall each be for not less than 4 hours and the principal performer shall be paid a minimum fee of \$335.85<sup>8</sup> for each such audition. For all time in excess of 4 hours, the principal performer shall be paid at straight time in ½-hour units, at the rate of \$41.98<sup>9</sup> per unit.
- (e) Third and all subsequent auditions may not be self-taped. The payments set forth in subparagraphs (c) and (d) above shall not apply if Producer calls a performer back for a 3<sup>rd</sup> or 4<sup>th</sup> audition, provided that: (1) Producer limits the audition to 3 performers or fewer per role, (2) none of the performers brought back to audition for a role are on their 1<sup>st</sup> audition, and (3) the 3<sup>rd</sup> and 4<sup>th</sup> auditions are limited to 2 hours. For auditions beyond the 4<sup>th</sup> audition, subparagraph (d) shall apply without modification.
- (f) Pension and Health contributions shall be paid on all compensation payable to the principal performer hereunder for all audition calls.
- (g) For in-person auditions, if any on-camera audition is videotaped, filmed or viewed over closed-circuit television, and the principal performer is given lines to speak, ~~he/she~~ they shall be provided with legible cue cards or a mechanical prompting device. For virtual auditions, performers shall receive relevant audition copy (e.g., script) in a format that can be used with screen reading software at least-24 hours prior to the audition or at the time of audition notice, whichever is later.
- (h) If a principal performer is required to memorize lines ~~for an audition which he/she has been given to learn outside the studio, he/she~~ rather than using cue cards or other prompting devices, they shall be compensated at ½ of the session fee.

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<sup>5</sup> Subject to April 1 and June 1 wage increases.

<sup>6</sup> Subject to April 1 and June 1 wage increases.

<sup>7</sup> Subject to April 1 and June 1 wage increases.

<sup>8</sup> Subject to April 1 and June 1 wage increases.

<sup>9</sup> Subject to April 1 and June 1 wage increases.

(i) Creative Session Calls During Auditions:

If the audition constitutes a creative session call, the performer shall be advised prior to the audition and paid pursuant to Section I.2.(a). herein.

Definition: "Creative Session Call." Any request of a principal performer to devise dialogue shall be deemed an ad lib or creative session call. Where no dialogue is involved, the session shall be deemed an ad lib or creative session call when principal performer is requested to devise action not provided by the script, storyboard or by specific direction.

- (j) If there has been no agreed salary before the auditions and if the principal performer and Producer cannot agree, the salary rate at which ~~he/she~~ they shall be compensated for such excess time shall be determined by arbitration.
- (k) If the principal performer reads or speaks lines which ~~he/she has~~ they have not been given to learn outside the studio, without photography or sound recording, the same shall constitute an "audition".
- (l) Mass auditions shall be prohibited. In addition, auditions shall be conducted in private.
- (m) If an audition is videotaped, it is agreed that such videotaped audition shall be used only to determine the suitability of the principal performer for a specific commercial.
- (n) A recorded audition used as a scratch track shall be paid at the demo fee.
- (o) When a principal performer is given an audition call, ~~he/she~~ they shall be given complete information as to the anticipated use of the commercial, any waivers under which the commercial is being produced, if exclusivity is being held and the conflict area(s), nature of the role or roles to be cast and the nature of the performance desired and shall also be advised of if any of the following may occur during the course of the performer's employment: unusual working conditions, work involving animals, stunts, hazardous work or conditions (such as dancers performing knee work), improvisations, depiction of performer engaging in intimate acts, partial nudity (e.g., shirtless or pantless, only wearing a bathing suit or underwear, sheer or transparent clothing) and/or required nudity. A member of production shall be made available prior to the first shoot day to answer questions about the nature of any intimate acts, partial nudity and/or nudity required of the performer. Producer's failure to comply with the foregoing with respect to intimate acts, partial nudity and/or nudity shall entitle the performer to refuse to work and to be paid a full day's pay. 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.

- (p) In connection with an audition, performers shall not be requested to dye their hair, braid or unbraided their hair or, for virtual auditions, engage in multiple hair and/or makeup styling changes for the same audition.
- (q) Producer may not require a principal performer to wear specific wardrobe to an audition nor require multiple style changes during the audition. Producer may not request a performer to audition nude (including pasties and genital socks), but may request partial nudity with advance notice. However, Producer may provide a principal performer with information concerning regarding the wardrobe that will apply if such performer is employed for the commercial, the social scale of the role to be cast, the activity involved or other information which might affect the principal performer's choice of attire for the audition.
- (r) Principal performers shall be provided with scripts or storyboards at time of audition sign-in. An ample supply of scripts or storyboards shall be available at auditions. In the event there are problems with respect to the confidentiality of the material, cue cards may be used. All creative materials and information regarding the production provided to the performer in connection with the audition shall be subject to the confidentiality provisions set forth on the A-1 or A-2, as applicable, and performer shall be bound by such provisions upon receipt of any such material or information in connection with an audition, even if the performer elects not to audition.
- (s) Adequate seating shall be provided at all in-person auditions.
- (t) If during an in-person audition performers are required to perform a stunt, Producer will ensure that a stunt coordinator is present. If a performer is asked by Producer to, and performer does, perform a stunt during an in-person audition, such stunt audition services by performer shall not be citable in determining whether the performer has performed a stunt during the production. Such determination shall be based solely on the services performer provides for the actual commercial production. During a virtual audition, performers shall not be requested to perform a stunt or to perform a dangerous activity, such as driving, riding a bicycle, skateboarding, roller skating, interacting with fire, balancing on an elevated surface that is over 18 inches high, or using power tools. The foregoing shall not prevent Producer from requesting that a performer mime or replicate any of the foregoing activities in a safe manner or from requesting that a professional or expert demonstrate a skill for which they are trained, provided that the Producer is clear that they are seeking such a professional/expert, e.g., a Producer seeking a professional chef may ask for a self-taped audition demonstrating knife skills, a Producer seeking a professional carpenter may ask for a self-taped audition demonstrating the use of power tools, etc.
- (u) Producer shall ensure that no auditions, fittings or meetings are conducted in private hotel rooms or residences where the performer is alone with representatives

of production. If there is no reasonable alternative forum for such a meeting, performers shall be entitled to attend the meeting with a second individual of their choosing who shall be allowed to maintain physical access to the performer at all times during the meeting – see Section 14, Policy of Non-Discrimination and Affirmative Action/Diversity.

(v) All performers shall be provided a call sheet that includes SAG-AFTRA’s SAFER-SET Hotline Number (844) SAFER SET/844-723-3773 and SAG-AFTRA’s SAFE PLACE reporting tool for sexual harassment [www.sagafrasafeplace.org](http://www.sagafrasafeplace.org).

(w) In addition to any specific references above, the following shall apply to virtual auditions:

(i) For virtual auditions, the Producer or casting director shall provide a virtual “waiting room” or other arrangement that allows performers to be notified of any delays. For example, using the chat function of a virtual meeting platform to communicate with performers.

(ii) Performers shall not be requested to travel to different locations as part of a virtual audition; provided that, requests to move to different rooms/areas in or outside of a performers’ home are permitted. Performers shall not be required to provide any location other than a well-lit background. Producer may, however, provide context regarding the nature of the commercial. Additionally, Producer shall not require any angle changes within a single take.

(iii) Performers may not be required to possess or obtain equipment including props or paid services in order to audition.

## 2. Creative Session Calls:

The session shall be deemed a creative session call when principal performer is required to devise action or provide dialogue not suggested by a script, storyboard or by specific direction. The principal performer shall be paid for such services as follows:

(a) Where the principal performer is not required on such call to perform services in the production of commercial or commercials, the principal performer shall be paid a minimum fee of \$268.68<sup>10</sup> which shall be deemed compensation for 1 hour. For all time spent in excess of 1 hour, the principal performer shall be paid in ½-hour units, at the rate of \$134.34<sup>11</sup> per unit.

(b) Where the principal performer is required on such call to perform services in the production of a commercial or commercials, ~~he/she~~ they shall be paid, in addition to ~~his/her~~ their session fee, an additional 50% of such session fee for each

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<sup>10</sup> Subject to April 1 and June 1 wage increases.

<sup>11</sup> Subject to April 1 and June 1 wage increases.

commercial in connection with which ~~he/she~~ they renders such creative services and such additional fee or fees may not be credited.

- (c) User-generated/crowdsourced commercial contest entries solicited, accepted and displayed by Producer during the contest period via ~~Internet and/or New Media under Sections 36.B.9 or 37.B.9~~ digital platforms shall not trigger any application of this Contract including, without limitation, Creative Session Call fees.

NOTE: Creative Session Call payments at audition are calculated at 40% of the session fee.

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**AA. Employment of Minors**

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3. Auditions and Fittings

Calls for auditions and fittings for children of school age shall be after school hours, provided such calls are completed prior to 8:00 P.M. Two adults associated with casting must be present at and during any such call involving a minor. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the minor. Parents/guardians must be allowed within sight and sound during the audition. Virtual viewing may be used if available.

~~A joint study committee of representatives from the JPC, SAG-AFTRA and casting persons, as appropriate, will be formed during the term of this Contract to develop appropriate guidelines concerning safe parking facilities for auditions and fittings, except those which take place in New York City.~~

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12. Education

When Producer employs minors of school age who are currently enrolled in an elementary or secondary school for a booking of 3 or more days on which school is otherwise in session for the minor, Producer shall provide 3 hours of education on each such school day as part of the regular working day. Producer shall provide a teacher/tutor who has current teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum. A copy of the teacher's/tutor's/welfare worker's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection no later than twenty-four (24) hours prior to the minor performer's initial call. Whenever possible, Producer shall provide internet access for minor performers for schoolwork.

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**KK. Deaf and Hard of Hearing and Visually Impaired Principal Performers**

1. For any role in which a deaf or hard of hearing performer is sought or cast, Producer shall provide, during the audition and throughout the engagement, interpreters certified and qualified in American Sign Language or oral interpretation. Producer shall provide, upon the performer's request made to Producer no less than twenty-four (24) hours in advance of the audition or at time of audition notice, whichever is later, the use of closed captioning (if possible) as an alternative to an interpreter.
2. With regard to performers who are blind or visually impaired, Producer and such performers shall make mutually acceptable provisions to make the script available to the performer in advance of auditions.