

## Hold vs. Avail

### COMMERCIALS

## What is the difference between a “hold” and an “avail?”

We have recently seen an uptick in calls about bookings. It appears there may be confusion about the use of the terms “hold,” “avail” and “first refusal” when talent is booked. So we thought it would be a good idea to give you a refresher on booking terms.

Under Schedule A, Working Conditions, “Engagement,” of the 2016 SAG-AFTRA Commercials Contract and the 2022 Memorandum of Agreement, “A performer shall be definitely engaged if producer requests the performer to ‘hold’ a specific date.” A hold is a booking, and a performer would be entitled to a day’s pay or his/her guarantee for each day they were placed on “hold.”

For example, when performers are booked for a single day and held for an additional three days, they would be entitled to four session fees. It has been brought to the union’s attention that performers who are booked in this manner are only receiving compensation for the day they are booked (one session fee). Moving forward, the union will be pursuing unpaid session claims for the multiple days that performers are held and not compensated.

The terms “avail” and “first refusal” are professional courtesies. Performers should not be put on “avail” or “first refusal” indefinitely. When performers are placed on avail, the producer is checking their availability for the dates given and asking that, should another job come up, the performer will check in with them first. “Avail” and “first refusal” mean that the performer is not booked and would not be entitled to compensation.

By clarifying the intent of the terminology, we hope that misunderstandings surrounding bookings and non-bookings will be minimized.

### QUESTIONS?

If you have any questions about the above contract terms, please contact us as (323) 549-6858 in Los Angeles or (212) 827-1454 in New York. Or email us as [Comm.CoedInfo@sagaftra.org](mailto:Comm.CoedInfo@sagaftra.org).