



**SCREEN ACTORS GUILD-AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS
AGREEMENT FOR INDEPENDENT PRODUCERS
OF NON-EPISSODIC PROJECTS**

This letter agreement (“Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter referred to as “SAG-AFTRA”), on the one hand and _____ (hereinafter referred to as the “Producer”), on the other hand, in connection with the project entitled “ _____ ” (the “Project”).

All terms of the Producer – SAG-AFTRA Codified Basic Agreement of 2014 as amended by the 2017 SAG AFTRA Memorandum of Agreement and the 2020 SAG-AFTRA Memorandum of Agreement (hereinafter collectively referred to as the “Basic Agreement”) are incorporated into this Agreement by reference, except as modified herein. This Agreement is further amended by the AMPTP COVID-19 Return to Work Agreement with the DGA, IA, SAG-AFTRA and Teamsters/Basic Crafts dated as of September 21, 2020 (“RTW Agreement”) (as further detailed in the “COVID Addendum” attached herein). Producer acknowledges that it has received a copy of the Basic Agreement and the RTW Agreement and is familiar with the terms and requirements of each. Notwithstanding the foregoing, please note that Sideletters 21 and 22 are excluded from this Agreement, unless otherwise explicitly incorporated by the Union. By signing this Agreement, Producer agrees to accept, assume and be bound by all terms of the Basic Agreement (as specifically modified in this Agreement), including the trust agreements establishing the SAG-AFTRA Health Plan, the Screen Actors Guild-Producer Pension Plan and (if applicable) the AFTRA Retirement Fund (collectively referred to herein as the “Trust Agreements”) and the RTW Agreement (as specifically modified in the Addendum attached hereto). Producer irrevocably designates and appoints the Alliance of Motion Picture and Television Producers (“AMPTP”) as its attorney-in-fact to select, remove or substitute representatives or trustees under both the Trust Agreements.

Producer must give SAG-AFTRA at least fifteen (15) working days advance notice of the performer travel, performer rehearsal and commencement of principal photography of the Project.

If Producer is not also the Distributor of the Project on free television, new media (including, but not limited to, high budget subscription video on demand), or in supplemental markets, Producer must obtain from each Distributor having such distribution rights a separate written agreement called a “Distributor’s Assumption Agreement,” in the form contained in the Basic Agreement as modified herein, by which such Distributor agrees to assume applicable terms of the Basic Agreement in connection with the Project and pay amounts required by the Basic Agreement by reason of the distribution of the Project on free television, new media and in supplemental markets, when such sums become payable, and to obtain similar assumption from each transferee of Distributor’s rights. The Distributor’s Assumption Agreement as set forth in the Basic Agreement will also include the following: “Distributor agrees to obtain from any party to whom Distributor transfers any of Distributor’s rights in the Project a separate written agreement in this form.”

SAG-AFTRA may, in its sole discretion, require financial assurances with respect to the Project including, without limitation, a bond, cash deposit, collection account agreement, security agreement, and/or other forms of financial assurances (“Financial Assurances”) deemed necessary by SAG-AFTRA for the protection of SAG-AFTRA-represented performers employed by Producer (“Performers”). Producer must timely provide all Financial Assurances required by SAG-AFTRA prior to the start of principal

photography of the Project, unless SAG-AFTRA extends the time for delivery of such Financial Assurances.

The Producer's failure to fully and to timely comply with SAG-AFTRA's request for Financial Assurances constitutes a substantial breach of the Basic Agreement and SAG-AFTRA has the right to withhold the services of Performers with respect to the Project until SAG-AFTRA determines in its sole discretion that such requirements are fully satisfied.

Producer must provide a safe set and comply with the requirements of the White Paper, The Safe Way Forward the RTW Agreement, and any other relevant safety standards or protocols promulgated or negotiated by SAG-AFTRA ("SAG-AFTRA Safety Protocols") and must provide written proof of such compliance. SAG-AFTRA shall not be prevented from monitoring Producer's performance of its obligations under the Basic Agreement, including full access to sets at all times to confirm Producer's adherence to all of those contractual obligations under the Basic Agreement and SAG-AFTRA Safety Protocols. SAG-AFTRA's observation will be done in such a manner as not to interfere with production of the Project. SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Producer, to withhold the services of its Performers when: (i) SAG-AFTRA determines, in its sole discretion, that Producer is not providing a safe set for any reason, including but not limited to a failure to comply with SAG-AFTRA Safety Protocols, failure to comply with health and safety standards consistent with the local, state and federal guidance regarding social distancing, essential business closures, and shelter in place orders, or positive test results of individuals accessing the set; and/or (ii) materially breaches its obligations under the Basic Agreement to timely pay compensation owed to Performers, including all payments required under the Trust Agreements. Regarding sub point (ii) where a bona fide dispute exists as to whether Producer has made all payments as required under the Basic Agreement and Producer has placed the amount in controversy in escrow, in a manner acceptable to SAG-AFTRA, SAG-AFTRA will not withhold its performers' services pending arbitration of the dispute in accordance with Section 9 of the Basic Agreement.

In addition, upon SAG-AFTRA's request, Producer shall promptly provide to SAG-AFTRA copies of all Performers' employment contracts, and all documents relating to compensation payable to Performers in connection with the Picture.

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

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

If Producer or any party assuming obligations under this Agreement fails or refuses to substantially comply with its obligations to report and pay compensation under Sections 5 and 5.2 of the Basic Agreement, SAG-AFTRA may, in any grievance and arbitration relating to such failure or refusal, elect to either (a) enforce the provisions thereof by ascertaining sums owed from license agreements, distributors' statements and other documents evidencing the revenue derived from the distribution or other exploitation of the Project, or (b) request and obtain an award for payment of compensation due under the provisions of this Agreement as estimate by SAG-AFTRA in good faith. The arbitrator selected in accordance with the provisions of Section 9 of the Basic Agreement is expressly authorized to issue an award for residuals compensation based upon SAG-AFTRA's good faith estimate rendered in accordance with this paragraph.

This letter may only be executed by bona fide producers and employers of SAG-AFTRA represented performers. SAG-AFTRA reserves the right, which it may exercise at any time upon written notice to the Producer, to cancel unilaterally the Basic Agreement and to withhold the services of its members should it determine in its sole discretion that Producer is not a bona fide producer and employer of SAG-AFTRA represented performers. The Producer's failure to submit any dispute under or disagreement over this provision to arbitration under Section 9 of the Basic Agreement constitutes a full and final waiver of the right to dispute the SAG-AFTRA's exercise of its right to cancel the Basic Agreement.

All notices required or permitted under the Basic Agreement or this Agreement must be in writing and must be given by (a) personal delivery, (b) certified mail, return receipt requested, (c) first class mail, or (d) telecopy with a copy sent by first class mail addressed to the receiving party at its address as specified in this Agreement, and in the case of notices sent to SAG-AFTRA, the notice must also include "Attention: General Counsel." Any such notice shall be deemed to have been duly given or made either immediately upon personal delivery or five (5) calendar days from the date of mailing across national borders. Notices sent to Producer at the address given below (or to such other address as Producer may specify according to this paragraph) is deemed effective and adequate under this Agreement and applicable law. Either party may change its address in accordance with the procedure set forth in this paragraph.

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

This Agreement reflects the complete understanding reached between the parties in connection with the subject matter addressed and supersedes any oral understanding or agreement regarding all such matters.

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

PRODUCER

AGREED AND ACCEPTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

ADDRESS

TELEPHONE

EMAIL

DATE

SAG-AFTRA

AGREED AND ACCEPTED:

AUTHORIZED SIGNATURE

DATE

SAMPLE

6. Producer agrees to provide test results to performers at the same time as the producer receives the test result information. The test results should contain the date of the specimen collection.
7. Producer agrees to provide SAG-AFTRA with the name and contact information for the CSS and/or HSS on the Project: _____, (_____) _____ in order for the Union to confirm continued compliance with the RTW Agreement and/or any other safety undertaking by the Producer.

SAMPLE