



**SCREEN ACTORS GUILD – AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS
AGREEMENT FOR LOW BUDGET
THEATRICAL MOTION PICTURES**

Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter “SAG-AFTRA”) has agreed, on a trial basis, to modify, to the extent herein set forth, certain terms and provisions of the current SAG-AFTRA Agreement for Independent Producers of Theatrical Motion Pictures (hereinafter the “Basic Agreement”) with respect to the employment of Performers in the motion picture presently entitled “ _____ ” (hereinafter the “Picture”).

It is therefore agreed between _____
(hereinafter the “Producer”) and SAG-AFTRA as follows: (Insert production company name)

1. Acceptance as Signatory Producer

Upon signing this agreement (“Agreement”) and its acceptance by SAG-AFTRA, Producer will be signatory to the current Basic Agreement.

2. Qualification to Produce under this Low Budget Agreement

The Producer has represented to SAG-AFTRA that the Picture is a feature-length motion picture to be produced entirely within the United States, with an initial theatrical release and at a total production cost not exceeding \$2,000,000. "Total Production Cost" means all "above the line" and "below the line" costs, including any deferred compensation. Prior to the execution of this Agreement, Producer must submit to SAG-AFTRA a complete and accurate detailed budget, the shooting script, the shooting schedule, the screenplay’s copyright ownership and registration documentation and any other relevant information which SAG-AFTRA may require to verify Producer’s representations with regard to the Picture. The terms of this Agreement do not apply to animation projects, commercials or new media.

3. Diversity in Casting Incentive

The Total Production Cost maximum, as referenced in Section 2 above, may be

increased to \$3,000,000 if Producer has demonstrated it qualifies for diversity in casting by meeting the following criteria prior to the start of principal photography:

- a. A minimum of 50% of the total speaking roles and 50% of the total days of employment are cast with Performers who are members of the following four (4) protected groups:
 - 1) Women
 - 2) Senior Performers (sixty (60) years or older)
 - 3) Performers with Disabilities
 - 4) People of Color (Black/African American, Asian/Pacific Islander and South Asian, Latino/Hispanic, Arab/Middle Eastern/North African and Native American) and;
- b. A minimum of 20% of the total days of employment is cast with Performers who are people of color (as described above in Paragraph 3a).

Under no circumstances can an individual be counted in more than one category.

4. Minimum-Salaries

The minimum rates for Performers (excluding Stunt Coordinators) employed in the Project shall be equal to 65% of the applicable rate from the Basic Agreement current at the time of performance. See Exhibit "A" attached hereto for current rates. In the event of a conflict between Exhibit "A" and the Basic Agreement, the Basic Agreement shall control.

Such amounts will increase year by year in the same percentage as the SAG-AFTRA Codified Basic Agreement as negotiated by the Union and the AMPTP.

Stunt Coordinator rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography.

The minimum rates for Background Actors shall be equal to the rates set forth in Schedule X-I and X-II of the Basic Agreement.

NOTE: The weekly rates contained in Exhibit "A" apply to the five (5) day "studio week" only. For a six (6) day "overnight location week", the Performer must automatically receive an additional four (4) hours overtime at "straight time" rates. The weekly rate stated on the employment contract must be the five (5) day "studio week" rate whether an overnight location is involved or not. All overtime must be computed on the five (5) day "studio week" rate.

- a. All overtime money breaks and schedule breaks in the current Basic Agreement are applicable to Performers employed under this Agreement.
- b. All payments must be made by check from a payroll house experienced in the entertainment industry, payable to the order of the individual Performer entitled thereto, and delivered to the Performer in accordance with the time for payment provisions of the Basic Agreement. Each such check should be accompanied by a separate written statement indicating dates worked, overtime, adjustments, reimbursements, tax deductions, and name and address of the Performer's "employer of record." Additionally, signed payroll sheets or slips and photocopies of checks sent to the Performers must be delivered to SAG-AFTRA via email.
- c. Upon request by SAG-AFTRA, Performer payments must be delivered to SAG-AFTRA for recordation and distribution to Performers in lieu of delivery to performers.
- d. The first thirty (30) Background Actors, excluding stand-ins, each day must be employed under the terms of Schedules X-I and X-II of the current Basic Agreement. Such Background Actors must be given preference in placement within scenes and for any work requiring additional payment. All compensation for such Background Actors must be paid in accordance with Schedules X-I and X-II of the current Basic Agreement.

This Section d. does not apply to any work that takes place outside of the Background Actor zones defined in Schedules X-I and X-II of the Basic Agreement. All stand-ins employed in Background Actors zones shall be employed under the terms of Schedules X-I and X-II of the current Basic Agreement.

5. Overtime Premium Pay and Penalties

Premium pay and penalties must be computed and paid to all Performers as provided in the current Basic Agreement and must be based on the Performer's contractual salary. However, all daily overtime for Day Performers and Weekly Performers (but not for Background Actors) through the 12th hour of the Performer's day must be paid at time and one-half the straight time rate. Daily overtime beginning with the 13th work hour must be paid at double the straight time rate. All overtime money breaks and schedule breaks in the current Basic Agreement are applicable to Performers employed under this Agreement.

6. Waiver for 6th Day Shooting Schedules in Studio Workweek

Provided each Performer is given at least thirty-six (36) consecutive hours off in seven (7) days and subject to each Performer's written consent, a Performer may be called for work on a sixth day of work without the payment of a premium. The sixth day for both Day Performers and Weekly Performers shall be limited to eight (8) consecutive straight time hours. Any time worked beyond the eighth hour on the sixth day must be paid at the overtime rates described in Section 5 above.

7. Consecutive Employment

Subject to each Performer's written consent, which must be given prior to commencement of employment, SAG-AFTRA waives the application of its consecutive employment rules for Day Performers and Weekly Performers; however, Weekly Performers must be employed and paid in units of no less than one full week. Additional days in any final partial workweek for a Weekly Performer may be pro-rated at 1/5th of the weekly base rate for each day from commencement of the Performer's work in such workweek until Performer's final dismissal. Subject to the foregoing, Weekly Performers may be dismissed and recalled without payment for intervening days. In exchange for this waiver, Producer agrees to waive Producer's right to exclusive services of the Performer during photography. Scheduling must be subject to each Performer's availability.

Notwithstanding the provisions of this Section, any Performer who is not returned to his/her residence must be paid for each day not returned (whether worked or not) in accordance with the appropriate continuous employment provisions in the Basic Agreement.

8. Rehearsal Payments

All time worked, including overtime, on days involving rehearsal only (no other work) must be paid at straight time rates under this Agreement.

9. Travel

- a. The applicable travel provisions of the Basic Agreement are modified as follows: a Performer must be deemed to be on an "overnight location" when it is necessary for the Performer to remain away from his/her residence overnight for one or more nights, regardless of the location of the Producer's base.
- b. Whenever the Performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem.

Producer must furnish lodging and per diem to the Performer until the Performer is returned to the original place of departure.

- c. Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

10. Initial Theatrical Release Required

As indicated in Section 2 of this Agreement, a bona fide initial theatrical release of the Picture is required. Determination of whether an exhibition is a bona fide theatrical release shall be in SAG-AFTRA's sole discretion. Elements that SAG-AFTRA will consider in this determination will include, but will not be limited to, such theatrical release being in a movie theater open to the public, with tickets available for purchase, during normal operating hours of such theater, exhibited in the same or a sustainably similar manner as other titles exhibited at such theater. Additionally, the Picture shall be advertised as being available for viewing in such theater in the same or a substantially similar manner as other titles are advertised at such theater. The title attributed to such picture in advertising for the theatrical release shall be the final, release title, not a "working title" or "security title."

To the extent that the Project is already subject to a distribution agreement and/or license for exhibition in media other than theaters, a single screening in a theater will not be sufficient to satisfy this theatrical release requirement.

Except as provided below, initial release into any non-theatrical market will require "step-up" payments to Performers equivalent to all terms and conditions, including consecutive employment, of the Basic Agreement in effect at the time of principal photography. However, the "step up" payments will not be due if, after three (3) years from the end of principal photography, the Picture fails to get a theatrical release and is initially released in the video/DVD, pay or free television markets or new media. In any of those instances, the Picture remains a "theatrical motion picture" for all residuals purposes of the Basic Agreement, as modified herein, and may not be reclassified as a "Made for Pay" or "Free Television" motion picture. Residuals will be due in accordance with General Provisions, Sections 5 and 5.2 and Sideletter 22 of the Basic Agreement.

Prior to the initial theatrical release of the Picture, Producer must notify SAG-AFTRA in writing, of the date, city and theater where such initial theatrical release is to take place. The notice is to be addressed to the attention of the Theatrical Contracts Department of the SAG-AFTRA office where the Picture is signed. Failure to provide such notification will be considered a substantial breach of this Agreement, and all minimum terms of the

current Basic Agreement will apply to the entire production.

11. Responsibilities of Producer

a. Record Keeping

Producer must maintain and submit to SAG-AFTRA each week complete production records including but not limited to, production time reports and employment contracts. At the conclusion of principal photography, a Final Cast List Information Sheet must be submitted stating the gross salaries paid thus far to all Performers and whether or not additional photography or sound recording must be required.

- b. Producer agrees to hold at least two (2) interview sessions during the casting period at which (with or without appointments) only professional Performers will be considered for the cast.

Producer agrees to submit to SAG-AFTRA at least seven (7) days prior to any submission to agents, a cast breakdown setting forth a definitive description of each character in the production and instructions for Performer submissions. Producer must utilize an audition sign-in sheet for all auditions or interviews, as required by the Basic Agreement.

c. Pension & Health Contributions

Pension and Health Plans contributions are to be paid in accordance with and at the rate(s) set forth in Section 34 of the Basic Agreement.

d. Social Security, Withholding Taxes, Unemployment & Disability Insurance

All compensation paid to Performers under the terms of this Agreement constitute wages and is subject to deductions for Social Security, Taxes and Disability Insurance. Producer must make the required payments, reports and withholding deductions with respect to such taxes and premiums. Producer must also provide Unemployment Insurance for Performers employed by Producer.

e. Cost Report

Upon completion of principal photography, Producer must submit to SAG-AFTRA a detailed report of actual expenditures and other relevant materials as SAG-AFTRA may require, showing actual cost of the production. In the event that the actual production costs for the Picture have exceeded \$2,000,000 (or \$3,000,000 under the Diversity in Casting Incentive), full payment of any additional sums necessary to bring each Performer's rate of pay in compliance

with the minimum rates specified in the current Basic Agreement automatically become due and payable. Pension and Health contributions must also be paid on these additional amounts.

f. Film Clips

On the request of any Performer appearing in the Picture, Producer must supply or make available to such Performer, no later than six (6) months following completion of principal photography, a film clip of a portion of his/her performance at actual cost.

g. Nudity

- 1) Prior to the first interview or audition, Producer or Producer's representative will notify the Performer (or his/her representative) of any nudity or sex acts expected in his/her role.
- 2) During any production involving nudity or sex scenes, the set must be closed to all persons having no business purpose in connection with the production.
- 3) The appearance of a Performer in a nude scene or sex scene or doubling of a Performer in such a scene must be conditioned upon his/her prior written consent. Such consent may be obtained by letter or other writing, prior to a commitment or written contract being made or executed. If a Performer has agreed to appear in such scenes and then withdraws his/her consent, Producer will have the right to double. However, consent may not be withdrawn as to scenes already photographed. Children of tender years (infants) may not be used in nude scenes or in any scene involving an explicit sex act.
- 4) No still photography of nudity or sex acts will be authorized without the prior written consent of the Performer.
- 5) The Performer must have advance notice of any audition involving nudity and the absolute right to have a person of his/her choice present at any audition involving nudity. Total nudity may not be required at such auditions or interviews; the Performer must be permitted to wear pasties and a G-string or its equivalent.
- 6) No filming, taping or still photography of any nude audition or nude scene must take place prior to the commencement of principal photography.

12. General Provisions

a. Security and Assumption Agreements

Producer agrees to execute, concurrently herewith, documents necessary to grant SAG-AFTRA a first position security interest in the Picture, to secure all payments, which may be due Performers or SAG-AFTRA in connection with the Picture.

If Producer enters into a distribution agreement for the distribution of such Picture on Free Television, Supplemental Markets or New Media, or if Producer sells, transfers or assigns the rights in said Picture, Producer must obtain from the distributor or the purchaser, as the case may be, a Distributor's Assumption Agreement or Buyer's Assumption Agreement, in the forms set forth in the current Basic Agreement, and such Assumption Agreement must be promptly delivered to SAG-AFTRA.

Producer agrees to provide all financial assurances required by SAG-AFTRA in connection with the employment of Performers hereunder.

b. Application of Current Basic Agreement

Except as expressly modified herein, all terms and conditions of the current Basic Agreement apply to the engagement and performance of the Performers hereunder. It is expressly agreed that all disputes hereunder must be subject to arbitration in accordance with Exhibit "B" to this Agreement.

c. Application of Agreement

This Agreement applies to the above-designated Picture only. It is understood that the special provisions applicable to Low Budget pictures represented by this Agreement are experimental and designed to encourage the employment of Performers in such pictures under fair and equitable terms and conditions. If SAG-AFTRA determines at any time that the continuance of this policy is not in the best interests of Performers, the policy may be changed or terminated with respect to any future production of Low Budget pictures.

d. Successors and Assigns

This Agreement is binding upon and inures to the benefits of the parties hereto, their respective successors and assigns.

e. Acknowledgement

The Producer agrees that the credits will include the following statement: "Special thanks to SAG-AFTRA". Producer must include the SAG-AFTRA logo or Union bug in the credits of the Picture. Contact the assigned Business Representative for artwork.

PRODUCER
AGREED AND ACCEPTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE

SAG-AFTRA
AGREED AND ACCEPTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

SAMPLE

EXHIBIT A

RATES

LOW BUDGET THEATRICAL AGREEMENT

Performers	2/1/2020	7/1/2020
Day Performer	\$653	TBD
Weekly	\$2,267	TBD
Daily Stunt	\$653	TBD
Weekly Stunt Performer	\$2,435	TBD
Daily Stunt Coordinator (employed at less than "Flat Deal" minimum)*	\$1,005	TBD
Weekly Stunt Coordinator (employed at less than "Flat Deal" minimum)*	\$3,746	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Day*	\$1,562	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Week*	\$6,162	TBD

*Stunt Coordinator rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography. (Current rates from the Basic are reflected in the table above.)

Daily Singer Rate

Solo/Duo	\$707	TBD
Groups 3-8	\$620	TBD
Groups 9+	\$541	TBD
Mouthing 1-16	\$519	TBD
Mouthing 17 or more	\$403	TBD
Sweetening (with or without overdubbing) additional (per day)	+100%	TBD
Overdubbing only, an additional	+33-1/3%	TBD

Daily Singer Contractor Rate

Contractor 3-8	+50%	TBD
Contractor 9+	+100%	TBD

Weekly Singer Rate

Solo/duo	\$2,267	TBD
Groups 3-8	\$2,079	TBD
Groups 9 or more	\$1,892	TBD
Step out (per day) up to 15 cumulative bars	\$353	TBD
Step out (per day) 16+ cumulative bars, or if detained 1 hour + after group released, to perform a solo or duo of any length	\$707	TBD

Dancers employed by the day

Solo and duo	\$653	TBD
Group 3-8	\$572	TBD
Group 9+	\$500	TBD
Rehearsal	\$385	TBD

Dancers employed by the 5-day week

Solo and duo	\$2,101	TBD
Group 3-8	\$1,927	TBD
Group 9+	\$1,752	TBD

Airplane Pilots Rate

Studio

Daily	\$874	TBD
Weekly	\$2,435	TBD

Location rates

Daily (including taxiing) and flying	\$1,136	TBD
Weekly	\$2,435	TBD
Weekly taxing/flying adjustment	\$749	TBD

Background Actors

Schedule X, Part I & Part II	\$174	TBD
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Special Ability Background Actors

Schedule X, Part I & Part II	\$185	TBD
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Stand-Ins / Photo Doubles

Schedule X, Part I & Part II	\$204	TBD
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NOTE: The above weekly rates apply to the five (5) day "studio week" only. For a six (6) day "overnight location week", the Performer must automatically receive an additional four (4) hours overtime at "straight time" rates. The weekly rate stated on the employment contract must be the five (5) day "studio week" rate whether an overnight location is involved or not. All overtime must be computed on the five (5) day "studio week" rate.

P&H CONTRIBUTION RATES

The P&H rate for **Performers** effective as of 7/1/2019 is **19%**

The P&H rate for **Background Performers** effective as of 7/1/2019 is **18.5%**

In the event of a conflict between the rates set forth in this Exhibit "A" and Section 4 of the Agreement, Section 4 shall govern.

EXHIBIT B
DISPUTE RESOLUTION

1) Grievance and Arbitration

With the exception of disputes subject to the expedited procedures described in Section 2 below, the following grievance and arbitration procedures apply to arbitrable disputes (notwithstanding the process below, the Union will follow the arbitration provisions contained in Schedule X-I/X-II of the Basic Agreement):

A) Time Limits

Proceedings for grievance of a claim will be commenced by sending a written grievance within 12 months following the date on which the party initiating the proceedings knew or should have known of the facts upon which the claim is based.

B) Grievance Procedure

Within 10 working days after the filing of a grievance, authorized representatives of the Producer and SAG-AFTRA (or, with the written consent of SAG-AFTRA, the Performer) may discuss and attempt to settle the dispute.

C) Arbitration

A dispute may be submitted to arbitration at any time following the filing of a grievance, whether or not a discussion of the grievance under the grievance procedure has occurred.

i) Institution of Arbitration

SAG-AFTRA or Producer must deliver to the other a written demand for arbitration setting forth the basis for the dispute not later than 12 months after initiating the grievance.

ii) Service of Demand

The demand for arbitration will be served upon the other party at the party's last-known address by any of the methods set forth in the Agreement. The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

iii) Arbitrator Selection

Within 15 days of the date the arbitration demand is served upon Producer, the

parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the list set forth in the Basic Agreement.

If the parties cannot agree upon the arbitrator to be appointed, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss will determine which party strikes first. The arbitrator who is left will be appointed as the arbitrator. If the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the complaining party to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance unless: (a) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (b) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (c) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (d) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

iv) Timing and Place of Hearing:

Subject to the arbitrator's availability, the arbitration hearing will be commenced within 60 days of arbitrator selection. The selected arbitrator's inability to schedule the arbitration hearing within 60 days will not disqualify that arbitrator from hearing the dispute.

All arbitrations will be held in SAG-AFTRA's office in Los Angeles, unless the parties agree otherwise; provided that if Producer has its production headquarters in New York and a majority of the witnesses required for the hearing reside regularly in or around New York, the arbitration may be held in New York.

v) Exchange of information

Prior to any hearing, the parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law. Not later than 30 days prior to the arbitration hearing, the hearing, documentary evidence of the type producible pursuant to a subpoena duces tecum. The documents must be produced on or before the date requested, but the other party may object to the production of the documents to the same extent as if the documents were subpoenaed. The arbitrator will consider any such objection at the hearing.

vi) Award of the Arbitrator

The arbitrator's decision and award will be in writing and will be final and binding on the Producer, SAG-AFTRA, the Performer or Performers involved and, when applicable, the Performer's loan-out company. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has authority to determine only the dispute presented by the written demand for arbitration, and then only to

the extent and in the manner expressly provided by the applicable provisions of this Agreement. Nothing herein gives the arbitrator the authority, power, or right to alter, amend, change, modify, add to, or subtract from any provision of this Agreement.

vii) Costs and Expenses

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and the Producer will share equally the cost and expenses of the arbitrator.

viii) Expiration of this Agreement

Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on projects produced during the term of this Agreement.

ix) Waiver or Extension of Time Limits

All time limits provided in this Exhibit "B" may be extended or waived by mutual agreement of the parties. Failure to send a grievance or serve a demand for arbitration within the prescribed time frame is not a bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by the delay.

2) Disputes Subject to Expedited Arbitration Procedure

The following procedure applies only to disputes between SAG-AFTRA and the Producer concerning the interpretation or application of Sections 8 and 10 of this Agreement.

A) Commencement of Proceedings

Expedited arbitration proceedings are initiated by sending written notice setting forth the particulars of the claim to the other party in accordance with the procedures described in Exhibit B, Section 1.C.ii.

B) Arbitrator Selection

A single arbitrator will be selected as set forth in Exhibit B, Section 1.C.iii. If the initial arbitrator is not available to hear a dispute within the time set forth herein, the parties may select an arbitrator pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified herein.

C) Timing and Place of Hearing

Subject to the arbitrator's availability, the hearing will commence within 20 days following the respondent's receipt of the notice. All expedited arbitration hearings under this Section 2 will be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties to another situs.

D) Award of the Arbitrator

Within 10 business days following the close of the arbitration hearing or submission of post-hearing briefs, whichever is later, the arbitrator shall issue a written decision and award on the issue presented. The arbitrator's failure to meet the deadline will not deprive them of jurisdiction over the dispute or render the award invalid. The award of the arbitrator will be final and binding upon all parties to the proceeding and judgment upon the award may be entered in any court having jurisdiction.

E) Equitable and Injunctive Relief Allowed

The arbitrator may order injunctive or equitable relief, including enjoining the exploitation of the Project pending full payment of all amounts due hereunder.

F) Miscellaneous

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and Producer will share equally the cost and expenses of the arbitrator. Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on projects produced during the term of this Agreement. The time limits provided in this Exhibit "B" may not be extended or waived except by written agreement of the parties.