

**SAG MOTION PICTURE / TELEVISION
AGENCY CONTRACT**

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3
4
5 THIS AGREEMENT, made and entered into at _____, by and
6
7 between _____, a talent agent, hereinafter called the "Agent", and
8 (please print or type)
9
10 _____, _____
11 (please print or type) (social security number)
12
13 hereinafter called the "Actor".

WITNESSETH:

14
15
16
17 (1) The Actor engages the Agent as his agent for the following fields as defined in Screen Actors
18 Guild Codified Agency Regulations, Rule 16(g) and the Agent accepts such engagement:

19
20 [Mark appropriate space(s)]

21
22

23 Theatrical Motion Pictures

24

25 Television Motion Pictures

26 If television motion pictures are included herein for purposes of representation and if during the term of
27 this agency contract, the Actor enters into a series or term employment contract for services in television
28 motion pictures, under which he agrees also to render services in program commercials or spots, this agency
29 contract shall include representation of the Actor in connection with his employment in said commercials,
30 and representation of the Actor in said commercials shall not be deemed included in any separate agency
31 contract which the Actor may have entered into covering commercials.

32 This contract is limited to motion pictures in the above-designated field(s) and to contracts of the Actor
33 as an actor in such motion pictures, and any reference herein to contracts or employment whereby Actor
34 renders his services refers to contracts or employment in such motion pictures unless otherwise specifically
35 stated.

36
37
38 (2) The term of this contract shall be for a period of _____, commencing
39
40 _____, 20____.

41
42 (3) (a) The Actor agrees to pay to the Agent as commissions a sum equal to _____ percent
43 of all moneys or other consideration received by the Actor, directly or indirectly, under contracts of
44 employment (or in connection with his employment under said employment contracts) entered into during
45 the term specified in Paragraph (2) or in existence when this agency contract is entered into except to such
46 extent as the Actor may be obligated to pay commissions on such existing employment contract to another
47 agent. Commissions shall be payable when and as such moneys or other consideration are received by the
48 Actor, or by anyone else for or on the Actor's behalf. Commission payments are subject to the limitations
49 of Rule 16(g).
50

1 (b) Commissions on compensation paid to Actors for domestic reruns, theatrical exhibition, foreign
2 exhibition or supplementary market exhibition of television motion pictures are subject to the provisions of
3 Rule 16(g).
4

5 (c) Commissions on commercials included herein under paragraph (l) above shall be subject to the
6 rules governing commercials provided by Rule 16(g).
7

8 (d) No commissions shall be payable on any of the following:
9

10 (i) Separate amounts paid to Actor not as compensation but for travel or living expenses
11 incurred by Actor;
12

13 (ii) Separate amounts paid to Actor not as compensation but as reimbursement for necessary
14 expenditures actually incurred by Actor in connection with Actor's employment, such as for damage to or
15 loss of wardrobe, special hairdress, etc.;

16 (iii) Amounts paid to Actor as penalties for violations by Producer of any of the provisions
17 of the SAG collective bargaining contracts, such as meal period violations, rest period violations, penalties
18 or interest on delinquent payments;
19

20 (iv) Sums payable to Actors for the release on free television or for supplemental market
21 exhibition of theatrical motion pictures produced after January 31, 1960, under the provisions of the
22 applicable collective bargaining agreement providing for such payment; however, if an Actor's individual
23 theatrical motion picture employment contract provides for compensation in the event the motion picture
24 made for theatrical exhibition is exhibited over free television or in supplemental market exhibition, in excess
25 of the minimum compensation payable under the applicable collective bargaining agreement in effect at
26 the time the employment contract was executed, commissions shall be payable on such compensation.
27

28 (v) Sums payable to Actors for foreign telecasting on free television of television motion
29 pictures and commercials under the provisions of the applicable collective bargaining agreements; however,
30 if an individual Actor's contract provides for compensation in excess of minimum under the applicable
31 collective bargaining agreements in effect at the time of employment, commissions shall be payable on such
32 sums.
33

34 (vi) On any employment contract which is in violation of SAG collective bargaining
35 agreements. For example, employment contracts providing for "free days", "free rehearsal", "free looping",
36 "a break in consecutive employment", etc., shall not be commissionable. This paragraph is not subject to
37 SAG waiver.
38

39 (vii) On any employment contract for television motion pictures which provide for any
40 prepayment or buyout of domestic or foreign residuals or theatrical release, or supplemental market fees,
41 other than those permitted by the appropriate SAG collective bargaining agreement, unless such provisions
42 of individual employment contracts are expressly approved by SAG.
43

44 (e) Any moneys or other consideration received by the Actor, or by anyone for or on his behalf,
45 in connection with any termination of any contract of the Actor by virtue of which the Agent would
46 otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or
47 any litigation arising out of any such contract, shall also be moneys in connection with which the Agent is
48 entitled to the aforesaid percentage; provided, however, that in such event the Actor shall be entitled to
49 deduct attorney's fees, expenses and court costs before computing the amount upon which the Agent is
50

1 entitled to his percentage. The Actor shall also be entitled to deduct reasonable legal expenses in
2 connection with the collection of moneys or other consideration due the Actor arising out of an employment
3 contract in motion pictures before computing the amount upon which the Agent is entitled to his
4 percentage.
5

6 (f) The aforesaid percentage shall be payable by the Actor to the Agent during the term of this
7 contract and thereafter only where specifically provided herein and in the Regulations.
8

9 (g) The Agent shall be entitled to the aforesaid percentage after the expiration of the term specified
10 in Paragraph (2) for so long a period thereafter as the Actor continues to receive moneys or other
11 consideration under or upon employment contracts entered into by the Actor during the term specified in
12 Paragraph (2) hereof, including moneys or other consideration received by the Actor under the extended
13 term of any such employment contract, resulting from the exercise of an option or options under such an
14 employment contract, extending the term of such employment contact, whether such options be exercised
15 prior to or after the expiration of the term specified in Paragraph (2), subject, however, to the applicable
16 limitations set forth in the Regulations.
17

18 (h) If during the period the Agent is entitled to commissions a contract of employment of the
19 Actor be terminated before the expiration of the term thereof, as said term has been extended by the
20 exercise of options therein contained, by joint action of the Actor and employer, or by the action of either
21 of them, other than on account of Act of God, illness, or the like, and the Actor enters into a new contract
22 of employment with said employer within a period of sixty (60) days, such new contract shall be deemed to
23 be in substitution of the contract terminated as aforesaid, subject, however, to the applicable limitations set
24 forth in the Regulations. No contract entered into after said sixty (60) day period shall be deemed to be
25 in substitution of the contract terminated as aforesaid. Contracts of substitution have the same effect as
26 contracts for which they were substituted; provided, however, any increase or additional salary, bonus or
27 other compensation payable to the actor thereunder over and above the amounts payable under the contract
28 of employment which was terminated shall be deemed an adjustment and, unless the Agent shall have a valid
29 agency contract in effect at the time of such adjustment, the Agent shall not be entitled to any commissions
30 on any such additional or increased amounts. In no event may a contract of substitution with an employer
31 extend the period of time during which the Agent is entitled to commission beyond the period that the
32 Agent would have been entitled to commission had no substitution taken place. A change in form of an
33 employer for the purpose of evading this provision or a change in the corporate form of an employer
34 resulting from reorganization or the like shall not preclude the application of these provisions.
35

36 (i) So long as the Agent receives commissions from the Actor, the Agent shall be obliged to service
37 the Actor and perform the obligations of this agency contract with respect to the services of the Actor on
38 which such commissions are based, unless the Agent is relieved therefrom under express provisions of the
39 Regulations.
40

41 (j) The Agent has no right to receive money unless the Actor receives the same, or unless the same
42 is received for or on his behalf, and then only in the above percentage when and as received. Money paid
43 pursuant to legal process to the Actor's creditors, or by virtue of assignment or direction of the Actor, and
44 deductions from the Actor's compensation made pursuant to law in the nature of a collection or tax at the
45 source, such as Social Security, Old Age Pension taxes, State Disability taxes or income taxes shall be
46 treated as compensation received for or on the Actor's behalf.
47

48 (4) Should the Agent, during the term specified in Paragraph (2), negotiate a contract of
49 employment for the Actor and secure for the Actor a bona fide offer of employment, which offer is
50 communicated by the Agent to the Actor in reasonable detail and in writing or by other corroborative

1 action, which offer the Actor declines, and if, within sixty (60) days after the date upon which the Agent
2 gives such information to the Actor, the Actor accepts said offer of employment on substantially the same
3 terms, then the Actor shall be required to pay commissions to the Agent upon such contract of employment.
4 If an agent engaged under a prior agency contract is entitled to collect commissions under the foregoing
5 circumstances, the Agent with whom this contract is executed waives his commission to the extent that the
6 prior agent is entitled to collect the same.
7

8 (5) (a) The Agent may represent other persons who render services in motion pictures, or in other
9 branches of the entertainment industry.

10 (b) Unless and until prohibited by the Actor, the Agent may make known the fact that he is the
11 sole and exclusive representative of the Actor in the motion picture fields covered hereby. However, it is
12 expressly understood that even though the Agent has not breached the contract the Actor may at any time
13 with or without discharging the Agent, and regardless of whether he has legal grounds for discharge of the
14 Agent, by written notice to the Agent prohibit him from rendering further services for the Actor or from
15 holding himself out as the Actor's Agent, and such action shall not give Agent any rights or remedies against
16 Actor, the Agent's rights under this paragraph continuing only as long as Actor consents thereto but this
17 does not apply to the Agent's right to commissions. In the event of any such written notice to the Agent
18 the 91-day period set forth in Paragraph (6) of this agency contract is suspended and extended by the period
19 of time that the Agent is prohibited from rendering services for the Actor.
20

21 (6) (a) If this is an initial agency contract and if actor fails to be employed and receive, or be
22 entitled to receive, compensation for ten (10) days' employment in the initial 151 days of the contract,
23 provided further that if no bona fide offer of employment is received by the Actor within any consecutive
24 period of 120 days during the initial 151 day period, or if during any other period of 91 days immediately
25 preceding the giving of the notice of termination hereinafter mentioned in this paragraph, the Actor fails
26 to be employed and receive, or be entitled to receive compensation for ten (10) days' employment, whether
27 such employment is from fields under SAG's jurisdiction or any other branch of the entertainment industry
28 in which the Agent may be authorized by written contract to represent the Actor, then either the Actor or
29 Agent may terminate the engagement of the Agent hereunder by written notice to the other party, subject
30 to the qualifications hereinafter in this paragraph set forth. Each day the Actor renders services or may be
31 required to render services in motion pictures shall count as one (1) day's employment. For the purpose
32 of determining what is a day's employment in other fields of the entertainment industry the following rules
33 shall govern:
34

35 (i) Each separate original radio broadcast (including rehearsal time), whether live or
36 recorded, and each transcribed program shall be considered a day's employment.
37

38 (ii) Each separate live television broadcast shall be considered a minimum of two (2) days'
39 employment. However, each day spent in rehearsal over the minimum of two (2) days inclusive of the day
40 of telecast, shall be considered an additional one-half (1/2) day's employment.
41

42 (iii) A rebroadcast, whether recorded or live, or by an off the line recording, or by a prior
43 recording, or time spent in rehearsal for any employment in the radio broadcasting or radio transcription
44 industry shall not be considered such employment. A retecast of a live television program and a rerun
45 of television motion picture entertainment film or commercial shall likewise not be considered such
46 employment.
47

48 (iv) Each master phonograph record recorded by the Actor shall be one (1) day's
49 employment.
50

1 (v) In all other branches of the entertainment industry, except as set forth above, each day
2 the Actor renders services or may be required to render services for compensation shall count as one (1)
3 day's employment.
4

5 (b) The 91 day period which is the basis of termination shall be extended by the amount of
6 employment the Actor would have received from calls for his services in any other branch of the
7 entertainment industry in which the Actor is a recognized performer and at or near the Actor's usual places
8 of employment at a salary and from an employer commensurate with the Actor's prestige, which calls are
9 actually received by the Agent and reported to the Actor in writing or by other corroborative action, when
10 the Actor is in such a locality (away from his usual places of employment) that he cannot return in response
11 to such a call, or when the Actor is unable to respond to such a call by reason of physical or mental
12 incapacity or any other reason beyond his control, or by reason of another engagement in a field in which
13 the Actor is not represented by the Agent; provided, however, that if the Actor is rendering services in
14 another engagement in a field in which the Agent is authorized to represent the Actor, then the time spent
15 in such engagement shall not be added to the 91 day period. Regardless of whether or not the Agent is
16 authorized to represent the Actor on the legitimate stage, if the Actor accepts an engagement on the
17 legitimate stage under a run of the play contract, the 91 day period which is the basis of termination shall
18 be extended by the length of such run of the play contract including rehearsals. The 91 day period which
19 is the basis of termination shall also be extended for any period of time during which the Actor has declared
20 himself to be unavailable and has so notified the Agent in writing or by other corroborative action or has
21 confirmed in writing or by other corroborative action a communication from the Agent to such effect.
22

23 (c) In the event that the Agent has given the Actor notice in writing or by other corroborative
24 action, of a bona fide offer of employment as an actor in any branch of the entertainment industry in which
25 the Actor is a recognized performer at or near his usual place of employment at a salary and from an
26 employer commensurate with the Actor's prestige (and there is in fact such an offer), which notice sets forth
27 in detail the terms of the proposed employment and the Actor refuses or fails within a reasonable time after
28 receipt of such notice to accept such proffered employment, then the period of guaranteed employment in
29 said offer shall be deemed as time worked by the Actor in computing time worked with reference to the
30 right of the Actor to terminate under the provisions of this paragraph.
31

32 (d) The Actor may not exercise the right of termination if at the time he attempts to do so:

33
34 The Actor is under a contract or contracts for the rendition of his services in the entertainment
35 industry in any or all fields in which the Agent is authorized by written contract to represent the Actor,
36 which contract or contracts in the aggregate guarantee the Actor:

37 (i) compensation for such services of Seventy Thousand (\$70,000.00) Dollars or more, or

38 (ii) Fifty (50) or more days' employment,

39
40 during the 91 days in question plus the succeeding 273 days after said 91 day period.
41

42 (e) Saturdays, Sundays and holidays are included in counting days elapsed during the 91 and 273
43 day periods provided.
44

45 (f) No termination hereunder shall deprive the Agent of the right to receive commission or
46 compensation on moneys earned or received by the Actor prior to the date of termination, or earned or
47 received by the Actor after the date of termination of the Agent's engagement, on contracts for the Actor's
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1 services entered into by the Actor prior to the effective date of any such termination.
2

3 (g) Periods of lay-off, leave of absence, or any periods during which the Actor is not performing
4 and is prohibited from rendering services for others in the motion picture field under and during the term
5 of any motion picture employment contract shall not be deemed periods of unemployment hereunder. The
6 "term of any motion picture employment contract" as used in this subparagraph shall not include any
7 unexercised options.
8

9 (h) Where the Actor does not actually render his services for which he has been employed but
10 nevertheless is compensated therefor, the same shall be considered as employment hereunder. This shall
11 not apply to employment on live television shows, which employment is computed according to the formula
12 set forth in subparagraph (a) (ii) hereof.
13

14 (i) If, at any time during the term of the agency contract, the production of motion pictures in
15 general (as distinguished from production at one or more studios) should be suspended, thereupon the 91-
16 day period herein mentioned shall be extended by the period of such suspension.
17

18 (j) If the Actor is under an employment contract which provides that any part of the Actor's
19 guaranteed compensation shall be deferred or if said compensation is spread over a period prior or
20 subsequent to the time of the actual performance of Actor's services under said employment contract, then
21 for the purpose of determining the Actor's right to terminate under the provisions of subparagraph (d)
22 hereof, the guaranteed compensation shall be deemed to have been paid to the actor during the period of
23 the actual performance of Actor's services under said employment contract.
24

25 (k) Anything herein to the contrary notwithstanding, if the Agent submits to the Actor a bona fide
26 offer of employment in writing or by other corroborative action, as defined in Paragraph (6) subparagraph
27 (c), after the right of termination has accrued under Paragraph (6) but the Actor has not yet terminated the
28 agency contract, and if the Actor thereafter terminates the agency contract pursuant to Paragraph (6) and
29 thereafter accepts the offer within sixty (60) days of the date of submission of the offer to the Actor by the
30 Agent, the Actor shall pay the Agent commission on the compensation received by the Actor pursuant to
31 such offer.
32

33 (l) Other than in cases of initial agency contracts subject to the 151 day clause provided by the first
34 paragraph of this paragraph (6), the right of termination provided by the 91 day termination provisions of
35 this Paragraph (6), the Actor shall also have the right of termination beginning with the 82nd day of the
36 91-day period whenever it becomes apparent that the Agent will be unable to procure the required
37 employment pursuant to this Paragraph (6) during such 91-day period. In considering whether it has become
38 so apparent, the possibility that after the Actor exercises the right of termination, the Agent might preclude
39 exercise of the right by compliance with subparagraphs (b), (c) or (d) hereof, shall be disregarded. To
40 illustrate: If the Actor has had no employment for 82 days, Actor may terminate on the 82nd day, since
41 only 9 days remain, and Agent cannot obtain 10 days' employment for the Actor in such period. If Actor
42 received one day's employment in 83 days, Actor may terminate on the 83rd day, since only 8 days remain,
43 and Agent cannot obtain 10 days' employment for Actor in such period.
44

45 (m) Employment at SAG minimum shall be deemed "employment" and/or "work" for purposes of
46 this Paragraph (6).
47

48 (7) Rule 16(g) of the Screen Actors Guild, Inc. which contains regulations governing the relations
49 of its members to talent agents is hereby referred to and by this reference hereby incorporated herein and
50 made a part of this contract. The provisions of said Rule are herein sometimes referred to as the

1 "Regulations" and the Screen Actors Guild, Inc. is herein sometimes referred to as "SAG".

2
3 (8) The Agent agrees that during the term of this contract the following person only shall have the
4 responsibility of personally supervising the Actor's business, and of servicing and being available to the
5 Actor. The name of the person shall be inserted in the Actor's own handwriting. *(This italicized provision*
6 *is a note from SAG to the Actor, and is not a part of the contract. If the Actor is executing this contract in*
7 *reliance on the fact that a particular person is connected with the Agent, the Actor should insert only such*
8 *person's name in the space following. If the Actor is not executing this contract in reliance on such fact, then*
9 *the Actor shall insert one name).*

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14
15 The Agent upon request of the Actor and on reasonable notice shall assign such person to conduct
16 negotiations for the Actor at such city or its environs and such person shall do so; it being understood that
17 sub-agents employed by the Agent who are not named herein may handle agency matters for the Actor or
18 may aid the above named person in handling agency matters for the Actor. In the event the person above
19 named shall cease to be active in the affairs of the Agent by reason of death, disability, retirement or any
20 other reason, the Actor shall have the right to terminate this contract upon written notice to the Agent.
21 The rights of the parties in such case are governed by Sections XI and XII of the Regulations.

22
23 (9) The Agent agrees to maintain telephone service and an office open during all reasonable
24 business hours (emergencies such as sudden illness or death excepted) within the city of
25 _____, or its environs, throughout the term of this
26 agreement and that some representative of the Agent will be present at such office during such business
27 hours. This contract is void unless the blank in this paragraph is filled in with the name of a city at which
28 the Agent does maintain an office to render services to actors.

29
30 (10) If the Actor is employed under a series or term contract the Actor shall have the right to
31 terminate this contract during the 30-day period immediately following any annual anniversary date of the
32 series or term contract then in effect by giving the Agent 30-days' written notice of his intention to so
33 terminate this contract. Exercise of this termination right shall not affect the Actor's commissions obligation
34 hereunder.

35
36 (11) Any controversy under this contract, or under any contract executed in renewal or extension
37 hereof or in substitution hereof or alleged to have been so executed, or as to the existence, execution or
38 validity hereof or thereof, or the right of either party to avoid this or any such contract or alleged contract
39 on any grounds, or the construction, performance, nonperformance, operation, breach, continuance or
40 termination of this or any such contract, shall be submitted to arbitration in accordance with the arbitration
41 provisions in the Regulations regardless of whether either party has terminated or purported to terminate
42 this or any such contract or alleged contract. Under this contract the Agent undertakes to endeavor to
43 secure employment for the Actor. This provision is inserted in this contract pursuant to a rule of the SAG,
44 a bona fide labor union, which Rule regulates the relations of its members to talent agents. Reasonable
45 written notice shall be given to the Labor Commissioner of the State of California of the time and place
46 of any arbitration hearing hereunder. The Labor Commissioner of the State of California, or his authorized
47 representative, has the right to attend all arbitration hearings. The clauses relating to the Labor
48 Commissioner of the State of California shall not be applicable to cases not falling under the provisions of
49 Section 1700.45 of the Labor Code of the State of California.

1 (12) Both parties hereto state and agree that they are bound by the Regulations and by all of the
2 modifications heretofore or hereafter made thereto pursuant to the Basic Contract and by all waivers granted
3 by SAG pursuant to said Basic Contract or to the Regulations.
4

5 (13) (a) Anything herein to the contrary notwithstanding, if the Regulations should be held invalid,
6 all references thereto in this contract shall be eliminated; all limitations of the Regulations on any of the
7 provisions of this contract shall be released, and the portions of this contract including, but not limited to
8 Paragraphs (8) and (11) which depend upon reference to the Regulations shall be deleted, and the provisions
9 of this contract otherwise shall remain valid and enforceable.

10 (b) Likewise, if any portion of the Regulations should be held invalid, such holding shall not
11 affect the validity of remaining portions of the Regulations or of this contract; and if the portion of the
12 Regulations so held invalid should be a portion specifically referred to in this contract, then such reference
13 shall be eliminated herefrom in the same manner and with like force and effect as herein provided in the
14 event the Regulations are held invalid; and the provisions of this contract otherwise shall remain valid and
15 enforceable.
16

17
18 **Whether or not the Agent is the Actor's agent at the time this contract is executed, it is understood that**
19 **in executing this contract each party has independent access to the Regulations and has relied exclusively**
20 **upon his own knowledge thereof.**

21
22 IN WITNESS WHEREOF, the parties hereto have executed this agreement the _____
23
24 day of _____, 20____.

25
26
27
28
29 _____
30 Actor

31
32
33
34
35 _____
36 Agent

37
38
39 By: _____
40 (Parties please sign in ink)
41
42
43
44

45 This talent agent is licensed by the Labor Commissioner of the State of California.
46 This talent agent is franchised by the Screen Actors Guild, Inc.
47 The form of this contract has been approved by the State Labor Commissioner of the State of California
48 on January 11, 1991.
49 This form of contract has been approved by the Screen Actors Guild, Inc.
50 (The foregoing references to California may be deleted or appropriate substitutions made in other states.)