

**SAG TELEVISION COMMERCIALS
AGENCY CONTRACT**

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THIS AGREEMENT, made and entered into at.....

by and between....., a talent agent, hereinafter called the "Agent",
(please print or type)

and ,
(please print or type) (social security number)

hereinafter called the "Actor",

WITNESSETH

(1) The Actor engages the Agent as his agent for television commercials under Screen Actors Guild jurisdiction, and the Agent accepts such engagement. This contract is limited to television commercials and to contracts of the Actor as an actor in such television commercials, and any reference herein to contracts or employment whereby the Actor renders his services refers to contracts or employment in television commercials unless otherwise specifically stated.

(2) The term of this contract shall be for a period of....., commencing
....., 19.....

(3) (a) Except as expressly provided herein, the Actor agrees to pay to the Agent as commissions a sum equal to.....per cent of all moneys or other consideration received by the Actor, directly or indirectly, under contracts of employment (or in connection with his employment under said employment contracts) entered into during the term specified in Paragraph (2) or in existence when this agency contract is entered into except to such extent as the Actor may be obligated to pay commissions on such existing employment contract to another agent. Commissions shall be payable when and as such moneys or other consideration are received by the Actor, or by anyone else for or on the Actor's behalf.

(b) Commission on commercials shall be subject to the following :

Where an Actor consents to the use of a commercial for a period beyond the maximum period of use provided in the applicable Screen Actors Guild Commercials Contract, the Agent shall not be entitled to receive commissions on reuse fees paid to the Actor for such additional period of use, except under the following circumstances:

(i) If, not more than 120 days prior to the expiration of such maximum period of use, the Actor specifically authorizes the Agent, in writing, to attempt to secure overscale reuse fees or a guarantee acceptable to the Actor for reuse of the commercial during the renewal period, the Agent shall be entitled to commissions with respect to the use of the commercial during such renewal period, as follows:

a) If overscale compensation is obtained for the Actor, to the extent only that such commissions do not reduce the Actor's compensation below minimum scale; or

1 b) If a guarantee is obtained for the Actor, commissions shall be payable on the amount of the
2 guarantee.

3 The above-referred-to authorization from the Actor to the Agent shall in no event be construed
4 as authorizing the Agent to give any notice that the Actor intends to terminate the advertising
5 agency's right of renewed use of the commercial.
6

7 (ii) Where the Actor's original employment contract for a commercial provides for overscale com-
8 pensation or a guarantee for use of the commercial during a renewal period, the Agent shall be
9 entitled to commissions for such renewal period to the extent provided in subparagraphs (i) a)
10 and b) above.

11 This Section shall be applicable to all commercials heretofore or hereafter produced with respect to
12 which the Agent is entitled to commissions.
13

14 (c) No agency commissions shall be payable on any of the following :

15 (i) Separate amounts paid to Actor not as compensation but for travel or living expenses incurred
16 by Actor ;
17

18 (ii) Separate amounts paid to Actor not as compensation but as reimbursement for necessary expendi-
19 tures actually incurred by Actor in connection with Actor's employment, such as for damage to or
20 loss of wardrobe, special hairdress, etc. ;
21

22 (iii) Amounts paid to Actor as penalties for violations by producer of any of the provisions of
23 the SAG collective bargaining contract, such as meal period violations, rest period violations, penalties
24 or interest on delinquent payments.
25

26 (iv) Sums payable to Actors for foreign telecasting on free television of television commercials un-
27 der the provisions of the applicable collective bargaining agreement ; however, if an individual Actor's con-
28 tract provides for compensation in excess of minimum under the applicable collective bargaining agreement
29 in effect at the time of employment, commissions shall be payable on such sums.
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31 (d) Any moneys or other consideration received by the Actor, or by anyone for or on his behalf, in
32 connection with any termination of any contract of the Actor by virtue of which the Agent would other-
33 wise be entitled to receive commission, or in connection with the settlement of any such contract, or any
34 litigation arising out of any such contract, shall also be moneys in connection with which the Agent is en-
35 titled to the aforesaid percentage ; provided, however, that in such event the Actor shall be entitled to
36 deduct attorney's fees, expenses and court costs before computing the amount upon which the Agent is
37 entitled to his percentage. The Actor shall also be entitled to deduct reasonable legal expenses in connection
38 with the collection of moneys or other consideration due the Actor arising out of an employment contract
39 in television commercials before computing the amount upon which the Agent is entitled to his percentage.
40

41 (e) The aforesaid percentage shall be payable by the Actor to the Agent during the term of this con-
42 tract and thereafter only where specifically provided herein and in the Regulations.

43 (f) The Agent shall be entitled to the aforesaid percentage after the expiration of the term specified
44 in Paragraph (2), for so long a period thereafter as the Actor continues to receive moneys or other con-
45 sideration under or upon employment contracts entered into by the Actor during the term specified in
46 Paragraph (2) hereof, including moneys or other consideration received by the Actor under the extended
47 term of any such employment contract, resulting from the exercise of an option or options under such an
48 employment contract, extending the term of such employment contract, whether such options be exercised
49 prior to or after the expiration of the term specified in Paragraph (2) ; subject, however, to the applicable
50 limitations of the Regulations.

1 (g) If during the period the Agent is entitled to commissions a contract of employment of the Actor be ter-
2 minated before the expiration of the term thereof, as said term has been extended by the exercise of options
3 therein contained, by joint action of the Actor and employer, or by the action of either of them, other than on
4 account of Act of God, illness, or the like, and the Actor enters into a new contract of employment with said
5 employer within a period of sixty (60) days, such new contract shall be deemed to be in substitution of the con-
6 tract terminated as aforesaid; subject, however, to the applicable limitations of the Regulations. No contract
7 entered into after said sixty (60) day period shall be deemed to be in substitution of the contract terminated
8 as aforesaid. Contracts of substitution have the same effect as contracts for which they were substituted; pro-
9 vided, however, any increase or additional salary, bonus or other compensation payable to the Actor thereunder
10 over and above the amounts payable under the contract of employment which was terminated shall be deemed
11 an adjustment and, unless the Agent shall have a valid agency contract in effect at the time of such adjustment, the
12 Agent shall not be entitled to any commissions on any such additional or increased amounts. In no event may
13 a contract of substitution with an employer extend the period of time during which the Agent is entitled to com-
14 mission beyond the period that the Agent would have been entitled to commission had no substitution taken place.
15 A change in form of an employer for the purpose of evading this provision or a change in the corporate form of an
16 employer resulting from reorganization or the like, shall not preclude the application of these provisions.

17
18 (h) So long as the Agent receives commissions from the Actor, the Agent shall be obligated to service the
19 Actor and perform the obligations of this agency contract with respect to the services of the Actor on which
20 such commissions are based, unless the Agent is relieved therefrom under express provisions of the Regulations.

21
22 (i) The Agent has no right to receive money unless the Actor receives the same, or unless the same
23 is received for or on his behalf, and then only in the above percentage when and as received. Money paid
24 pursuant to legal process to the Actor's creditors, or by virtue of assignment or direction of the Actor,
25 and deductions from the Actor's compensation made pursuant to law in the nature of a collection or tax
26 at the source, such as Social Security, Old Age Pension taxes, State Disability taxes or income taxes shall be
27 treated as compensation received for or on the Actor's behalf.

28
29 (j) Should the Agent, during the term specified in Paragraph (2), negotiate a contract of employment
30 for the Actor and secure for the Actor a bona fide offer of employment, which offer is communicated by
31 the Agent to the Actor in reasonable detail and in writing, which offer the Actor declines, and if, within
32 sixty (60) days after the date upon which the Agent gives such written information to the Actor, the Actor
33 accepts said offer of employment on substantially the same terms, then the Actor shall be required to pay
34 commissions to the Agent upon such contract of employment. If an agent engaged under a prior agency
35 contract is entitled to collect commissions under the foregoing circumstances, the Agent with whom this contract
36 is executed waives his commission to the extent that the prior agent is entitled to collect the same.

37
38 (4) (a) The Agent may represent other persons who render services in television commercials, or in
39 other branches of the entertainment industry.

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41 (b) Unless and until prohibited by the Actor, the Agent may make known the fact that he is the sole and
42 exclusive representative of the Actor in television commercials. However, it is expressly understood that even
43 though the Agent has not breached the contract the Actor may at any time with or without discharging the
44 Agent, and regardless of whether he has legal grounds for discharge of the Agent, by written notice to the
45 Agent prohibit him from rendering further services for the Actor or from holding himself out as the Actor's
46 Agent, and such action shall not give Agent any rights or remedies against Actor, the Agent's rights under
47 this paragraph continuing only as long as Actor consents thereto but this does not apply to the Agent's right
48 to commissions. In the event of any such written notice to the Agent the 91-day period set forth in Paragraph
49 (6) of this agency contract is suspended and extended by the period of time that the Agent is prohibited from
50 rendering services for the Actor.

1 (5) It is expressly understood and agreed that the Agent's right to commissions on minimum reuse pay-
2 ments for television commercials is conditioned on faithful performance by Agent of the duties and services listed
3 herein.

4 Agent shall:

5 (a) Seek and arrange interviews, negotiate terms and conditions of employment, and examine pro-
6 posed employment contracts to check conformity with deal negotiated;
7

8 (b) Advise Actor concerning any provisions of the employment contract pertaining to exclusivity,
9 releases, warranties or other special clauses;

10 (c) Maintain records and keep Actor advised of any exclusivity commitments, use best efforts to
11 clear conflicting exclusivity commitments and engagements and obtain releases for Actor where necessary,
12 negotiate for releases of exclusivity commitments and other restrictions where commercials have been
13 withdrawn from use;

14 (d) Maintain adequate records showing dates of employment, dates of first usage, class of usage,
15 cycles of usage, and payments made for employment and usage;

16 (e) Where necessary, send reminder to employer of payments due for employment and usage and
17 promptly report to SAG any cases of repeated late payments or other violations;

18 (f) Where employer seeks to acquire other rights or services in addition to the performance of the
19 Actor in a commercial, Agent shall bargain separately for such rights and services;

20 (g) Maintain records regarding maximum periods of use and reuse, advise Actor of expiration
21 dates of periods of use, give written notices to advertising agencies of Actor's election not to grant
22 right of renewed use;

23 (h) Make periodic inquiries to determine if commercials have been withdrawn from use;

24 (i) With respect to compensation for television commercials collected by the Agent and paid over to
25 the Actor: the Agent shall accompany each such check with a voucher which shall contain the name of
26 the employer or advertising agency, name of product, nature of payment (whether session fee, holding
27 fee, use payment, wardrobe fee, overtime, travel time, travel expense, etc.), cycle dates and date of pay-
28 ment. If the voucher supplied by the advertising agency contains all of the information set forth above, the
29 Agent may deliver such voucher, or a copy thereof, in lieu of a separate voucher. If the advertising agency
30 or production company fails to provide the Agent with a voucher after demand therefore by the Agent,
31 the Agent shall notify SAG to this effect but shall not be responsible for failure of the advertising agency
32 or production company to deliver such voucher.

33 (j) Notify the Actor and SAG whenever a late penalty is due an Actor.

34 (k) The Agent shall notify the Actor not less than 120 days prior to the expiration of the maximum
35 period of use of the forthcoming expiration of said period.

36 (6) If, during the period of 91 days immediately preceding the giving of notice of termination, the Actor
37 fails to receive compensation in the sum of \$3,500 or more for services and reuse fees for commercials in which
38 the Actor was employed during the term of this contract (including a prior contract which this contract renews),
39 then either the Actor or the Agent may terminate the engagement of the Agent hereunder by written notice to
40 the other party; provided, however, that if this contract is not a renewal contract, then such notice may not be
41 given prior to 151 days after the date of commencement of the term of this agency contract; provided further
42 that if no bona fide offer of employment for television commercials is received by the Actor within any consecu-
43 tive period of 120 days during the initial 151 day period then either the Actor or the Agent may terminate the
44 engagement of the Agent hereunder by written notice to the other party. The foregoing right to terminate ap-
45 plies when the Agent is authorized to represent the Actor only for television commercials. In the event the
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1 Actor is also represented by the Agent under a separate contract for Television Motion Pictures the provisions
2 of Section (6) of the Television Agency contract govern termination.

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

7 (8) The Agent agrees that during the term of this contract the following persons only shall have the re-
8 sponsibility of personally supervising the Actor's business and of servicing and being available to the Actor.
9 The name of two of the persons shall be inserted in the Actor's own handwriting. *(This italicized provi-
10 sion is a note from SAG to the Actor and is not a part of the contract. If the Actor is executing this con-
11 tract in reliance on the fact that a particular person is connected with the Agent, then the Actor should
12 insert only such person's name in the space following. If the Actor is not executing this contract in reliance
13 on such fact, then the Agent may insert not more than two names, and the Actor shall insert two names.)*
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18 The Agent, upon request of the Actor, shall assign any one of such persons who may be available
19 (and at least one of them always shall be upon reasonable notice from the Actor) and whom the Actor
20 may designate to conduct negotiations for the Actor at such city or its environs and such person shall
21 do so; it being understood that sub-agents employed by the Agent who are not named herein may handle
22 agency matters for the Actor or may aid any of the named persons in handling agency matters for
23 the Actor. In the event four persons are named above and any three out of such four persons shall cease
24 to be active in the affairs of the Agent for any reason, whether due to death, disability, retirement or any
25 other reason, or if three or less persons are named and all such persons shall cease to be active in
26 the affairs of the Agent for any reason, the Actor shall have the right to terminate this contract
27 upon written notice to the Agent. The rights of the parties in such case are governed by Section XI
28 and XII of the Regulations.
29

30 (9) The Agent agrees to maintain telephone service and an office open during all reasonable business
31 hours (emergencies such as sudden illness or death excepted) within the city of.....
32, or its environs, throughout the term of this agreement and that
33 some representative of the Agent will be present at such office during such business hours. This contract
34 is void unless the blank in this paragraph is filled in with the name of a city at which the Agent does
35 maintain an office to render services to Actors.
36

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

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

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5 (12) (a) Anything herein to the contrary notwithstanding, if the Regulations should be held invalid, all
6 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 (10) which depend upon reference to the Regulations shall be deleted, and the provisions
9 of this contract otherwise shall remain valid and enforceable.

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

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

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22 IN WITNESS WHEREOF, the parties hereto have executed this agreement the.....day of

23
24, 19.....
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29 **Actor**

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32 **Agent**

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35 By.....

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37 (PARTIES PLEASE SIGN IN INK)

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42 This talent agent is licensed by the Labor Commissioner of the State of California.

43 This talent agent is franchised by the Screen Actors Guild, Inc.

44
45 This form of contract has been approved by the Labor Commissioner of the State of California on

46
47 March 2, 1988.

48 This form of contract has been approved by the Screen Actors Guild, Inc.

49
50 (The foregoing references to California may be deleted or appropriate substitutions made in other states.)