



## SAG-AFTRA COMMERCIALS INFOMERCIAL MEMORANDUM OF AGREEMENT 2013

The terms of this Agreement will expire on March 31, 2016. For purposes of this agreement, an infomercial is a program in excess of three minutes whose intent is to sell a product or service.

All terms and conditions, except as modified herein, shall be those set forth in the SAG-AFTRA Commercials Contract (including Section 58. Arbitration) which is enclosed herewith and by reference deemed incorporated herein.

### 1. PEOPLE COVERED

All on-camera and off-camera performers who perform as talent pursuant to Section 6 of the Commercials Contract shall be covered by this agreement, such as announcers, actors, program hosts, demonstrators, and extra performers. This agreement shall specifically exclude the unscripted testimonial of an individual, provided the individual is not a professional performer and does not perform as talent as described in Section 6 of the Commercials Contract. Also, excluded from this Agreement are members of any live audience and individuals who, on occasion, might be taped for an on-camera appearance and who are engaged as experts explaining the "engineering" and not the physical application of a product, provided the individual is not a professional performer.

### 2. COMPENSATION

Performers shall be compensated in accordance with the rate schedule set forth below for each infomercial in which the performer works:

<u>On-Camera Performer or Hosts:</u>	\$1,255.50 for the 1st day of work \$627.75 for each additional day
<u>Five Lines or less (including models):</u>	\$591.85 per day
<u>Extra Performers:</u>	\$140.80 per day
<u>Off Camera Announcers:</u>	\$627.75 per 4-hour session

### 3. HOURS, DAYS, AND OVERTIME

The daily rate for on-camera performers and hosts, five lines or less performers and extra performers shall include not more than eight (8) consecutive hours, exclusive of one meal period not to exceed one hour. The ninth and tenth hours shall be compensated at the rates listed below, in hourly units:

On-Camera Performers or Hosts:	\$117.70 per hour
Five Lines or Less (including models):	\$110.95
Extra Performers:	\$26.40

All hours beyond the tenth hour shall be paid at double time, in hourly units, as follows:

On-Camera Performers or Hosts:	\$156.95
Five Lines or Less (including Models):	\$147.95
Extra Performers:	\$35.20

Off-Camera announcers shall receive overtime payments in the amount of \$117.70 per hour for the fifth through tenth hour of work. The eleventh hour and beyond shall be paid at the double time rate, in hourly units, of \$156.95 per hour.

### 4. PROGRAM PLAYS

#### INITIAL BROADCAST

Upon payment of the fees referenced in Paragraph 2 herein, Producer shall have the right to exhibit the infomercial over either basic cable or VHF/UHF broadcast television, for a period not to exceed ninety (90) days, commencing from the date of the first exhibition.

#### SUBSEQUENT BROADCASTS

##### BASIC CABLE

For a broadcast on basic cable in excess of the original 90-day broadcast period, or for use of the infomercial on basic cable as a supplemental market, Producer shall pay for the benefit of all performers (except extra performers) no less than the applicable session fee or "1st day of work fee" for each subsequent 90-day period on basic cable.

## VHF/UHF BROADCAST TELEVISION

For broadcast on VHF/UHF broadcast television in excess of the original 90-day broadcast period, or for use of the infomercial on VHF/UHF as a supplemental market, Producer shall pay for the benefit of all performers (except extra performers) no less than the applicable session fee or "1st day of work fee" for each subsequent 90-day period on VHF/UHF.

## DEFINITION OF 'VHF/UHF' BROADCAST

This agreement shall specifically exclude the broadcast of any infomercial on 2 or more interconnected (network) stations. Any use of an infomercial on a network or in prime time shall require payment of not less than rates in accordance with the applicable SAG-AFTRA Television Agreement.

### **5. PAYMENT DUE DATE**

Payment to all performers shall be made not later than ten (10) business days from the final date of performance. Payment for subsequent broadcasts, whether for cable television or VHF/UHF broadcast television, shall be made not later than 30 business days from the commencement of any subsequent broadcast.

### **6. RELEASE IN OTHER MEDIA**

It is expressly understood and agreed that any and all rights to utilize these programs or portion thereof, other than for the releases described herein, shall be subject to and conditioned upon procuring the prior consent of the Union and all performers seen and/or heard and the Union shall be entitled to injunctive relief in the event such consents are not procured.

In the event Producer does not secure the prior consent of the Union and the performers as described above, and thereafter utilizes a program or any portion thereof, the terms and applicable conditions of the applicable SAG-AFTRA Agreement then in effect, shall apply, except the Producer shall be obligated to pay not less than triple the applicable rates set forth in such Agreement.

### **7. OVERSCALE CONTRACTS**

Producer may, subject to the express written consent of the performer at the time of the original engagement, pre-pay monies due the performer for replays of this

program under the replay provision set forth herein, provided such pre-payment is specifically and separately set forth in the performer's individual agreement.

**8. COMMERCIALS, 3 MINUTES OR LESS**

All commercials of three (3) minutes or less which are originally produced by Producer or are excerpted from any program produced under this agreement to "stand alone" outside of the infomercial shall be produced in accordance with the applicable rates, terms and conditions of the SAG-AFTRA Commercials Contract. Producer agrees to sign the applicable Letter of Adherence in the event any such commercial is produced.

**9. ARBITRATION**

It is expressly understood and agreed that all disputes between Producer and SAG-AFTRA, or between Producer and any performers under this agreement, shall be submitted to arbitration in accordance with Section 57 of the Commercials Contract.

**10. INDEMNIFICATION**

In the event any legal action in the courts or before administrative bodies results by reason of, or as a result of, any material or action of a performer included in the infomercial in the scope and course of his/her employment under this Contract, under the direction and control of Producer, Producer shall at all times indemnify and hold the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain or incur by reason of such performance. In the event legal action, in the courts or administratively, is taken against the performer, either jointly with the Producer or alone, the Producer shall at his/her own cost and expense and without undue delay provide the defense of the performer in all such litigations.

**11. PENSION AND HEALTH PLANS**

An amount equal to sixteen and 80/100ths percent (16.8%) will be contributed to the Screen Actors Guild Pension and Health Plans based on the total gross amounts paid to performers pursuant to Section 47 of the Commercials Contract. For convenience the Producer shall include the 0.50% contribution to the Screen Actors Guild/Producers Industry Advancement and Cooperative Fund and 0.25% to the Administrative Maintenance Fund with the 16.05% contribution to the SAG Pension and Health Plans. This amount represents a (0.50%) contribution to a special fund which provides special programs pertaining to performer safety, training and retraining, seminars on non-discrimination in casting etc.

12. This agreement shall in no way preclude performers from negotiating for rates, terms and/or conditions more favorable than those contained herein.
13. Each performer's contract must clearly state all specific rates, terms and conditions applicable to such performer.
14. Except as modified herein, all terms and conditions shall be those of the SAG-AFTRA Commercials Contract, which is enclosed herewith and by this reference incorporated herein.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Authorized Signature (must be company officer)

\_\_\_\_\_  
Local SAG-AFTRA Office

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

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Fax Number

SAMPLE