

CHECK OUT THE



SAG-AFTRA.  
#ADSGO LOCAL



# REGIONAL COMMERCIALS CODES

GREAT RATES

EASIER TO USE

EXPERIENCED TALENT

## Welcome to the **Upstate New York** Regional Commercials Code

This contract is tailored for regional advertisers to easily hire SAG-AFTRA performers at competitive rates with flexible terms.

### Things you should know about this contract:

- **Predictable Rates** – One rate covers session and use fees (see rates on final page).
- **Flexible Use Options** – Rates for 4-weeks, 13-weeks or 1-year.
- **Multiple Platforms** - Rates include broadcast and local cable, theatrical/industrial and all digital use.
- **Signatory Options** – One Production Only or even further reductions for Full Term Signatories.
- **Regional Coverage:** Commercials **made in Upstate New York can play in Pennsylvania, Vermont, and Massachusetts** for no extra cost. (See attached contract for details). Up to three additional states can be added for a supplemental fee.

**Questions? Ready to sign?** Contact Adam Green at [adsgounion@sagaftra.org](mailto:adsgounion@sagaftra.org)  
or 212.827.1409.

[sagaftra.org/adsgolocal](http://sagaftra.org/adsgolocal)

## **Upstate New York Regional Commercials Code**

### 1. JURISDICTION

The following rates, terms, and conditions shall apply only to commercials produced within the Upstate New York area. This area is defined as those counties of the State of New York north of the Metropolitan Commuter Transportation District (MCTD), starting with Sullivan, Ulster, and Columbia, and inclusive of all New York counties north and west of there. Such commercials are expressly limited to use within the Upstate New York area, as delineated above, plus the bordering states of those counties (i.e., Pennsylvania, Vermont, and Massachusetts), except metropolitan New York City where use under this code is never permitted. However, in no case shall the Upstate New York Regional Commercials Code be applicable to nationally recognized brands.

### 2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that all terms and conditions of the 2022 SAG-AFTRA Commercials Contract and the 2022 SAG-AFTRA Audio Commercials Contract (collectively, the “Commercials Contracts”) shall apply, except as expressly modified herein.

Notwithstanding any contrary provisions in the Commercials Contracts, the terms and conditions of the Commercials Contracts shall apply to commercials produced outside of the Jurisdiction of the 2022 Upstate New York Regional Commercials Code, herein referred to as “Upstate NY Code.”

In no event shall a Producer be permitted to make use of a commercial outside of the Jurisdiction of the Upstate NY Code. If the Producer breaches this agreement and does make use of a commercial outside of the Upstate NY Code’s Jurisdiction, the Producer as a remedy shall immediately upgrade and pay all performers on the commercial retroactively in accordance with the full rates, terms, and conditions of the Commercials Contracts, without regard to those terms expressly modified herein. Nevertheless, under no circumstance shall such a breach and upgrade authorize the Producer to produce any other commercials outside of the Jurisdiction of the Upstate NY Code.

### 3. EFFECTIVE DATE

The Upstate NY Code shall be effective for a period commencing with the date of execution by Producer of a letter of adherence and countersigned by SAG-AFTRA and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its Effective Date. The rate, terms, and conditions of the Upstate NY Code shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties.



#### 4. TERM OF AGREEMENT

The expiration date of the Upstate NY Code will coincide with the dates of expiration of the 2022 SAG-AFTRA Commercials Contract and the 2022 SAG-AFTRA Audio Commercials Contract at midnight, March 31, 2025, but shall continue in effect thereafter until terminated by either party upon 60 days' written notice to the other party.

#### 5. PAYMENT & USE

Payments under the Upstate NY Code shall include session/use fee for the applicable use cycle, plus Pension & Health contributions. Please refer to the attached rate sheet. Rates are rounded to the nearest dollar.

For Principal Performers, Producer may acquire the right to use the commercial for periods of 4 weeks, 13 weeks, or 1 year up to the maximum period of use outlined in Section 8.

Minimum session fees for Hand Models, General Extras, and Stand-Ins shall cover any and all use of the commercial under the Upstate NY Code.

##### Session:

The session fee, inclusive of a 13-week use cycle, shall be computed at 80% of the minimum session specified in the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence to the Upstate NY Code on a One Production Only (OPO) basis and 70% of the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence for the full term of the Upstate NY Code.

The 4-week session/use fee shall be computed at 75% of the 13-week fee noted above.

The 1-year session/use fee shall be computed at three (3x) the 13-week fee noted above.

Hand Models, General Extras and Stand-Ins shall be computed at 80%/70% of the Unlimited Extras rate in the SAG-AFTRA Commercials Contract. The same rate is applied whether usage is for 4 weeks, 13 weeks or 1 year.

##### Use:

Payment of the minimum session fee includes all broadcast, local cable, theatrical/industrial, traditional digital/social media and streaming platform use within the Jurisdiction of the



Upstate NY Code.

Traditional digital/social media and streaming platform uses are restricted as per Section 6 below.

Editing:

All editing provisions as specified in Appendix B of the 2022 SAG-AFTRA Commercials Contract Memorandum of Agreement and Section 24 of the 2022 SAG-AFTRA Audio Commercials Contract shall apply, including shorter/longer versions, permitted edits, paid edits, addressable edits, and unpermitted edits.

Exclusivity:

No exclusivity rights may be acquired by Producer with respect to principal performers who perform under the Upstate NY Code. Holding fees are not required.

**6. TRADITIONAL DIGITAL/SOCIAL MEDIA AND STREAMING PLATFORMS**

The advertiser involved in the commercial must not have more than limited web sales or catalog sales outside of the Jurisdiction of the Upstate NY Code. Any exceptions may be granted by the Union and must be granted in writing.

**7. EXPANDED TERRITORY OF USE**

With notification to the overseeing branch, Producer may expand the geographical use of the commercial by including up to three states beyond what is described in Section 1: Jurisdiction. In no case shall this expanded territory include California or the metropolitan areas of New York City or Chicago. For each additional state, Producer shall pay an additional 25% of the session fee for the same term.

**8. MAXIMUM PERIOD OF USE/RENEGOTIATION**

The maximum period during which a commercial may be used shall be no more than 21 months commencing with whichever date is earlier: date of first use of the commercial or 13 weeks following the last production date.



Once 21 months have expired, Producer must negotiate with the Performer if they wish to extend use.

#### 9. OVERTIME/TRAVEL TIME

Any overtime or travel time payments will be based on the term of the initial session, however, in no case will the payment be based on more than the 13-week rate. Overtime is paid at time and a half for the 9th and 10th hour and double-time thereafter.

#### 10. MULTIPLE DAYS/SESSIONS WORKED

If a Performer is engaged for multiple days/sessions on the same commercial at the 4-week, 13-week or 1-year fee, the 13-week rate shall apply per subsequent day(s)/session(s).

This minimum shall not prevent a Performer engaged at overscale from negotiating the guaranteed rate per day/session.

#### 11. PUBLIC SERVICE ANNOUNCEMENTS

Producer may utilize the 13-week rate for regional PSAs where no media time is purchased and with a use period of no longer than one year.

#### 12. WEEKENDS/HOLIDAYS

No premium payment will be due for work on Saturdays and Sundays. Double time will be due for work on contractually mandated holidays.

#### 13. COVERAGE OF EXTRAS

Producer need only cover up to ten extra performers, in applicable zones, under the terms of the Upstate NY Code.

#### 14. PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS

With respect to commercials produced under the Upstate NY Code, Producer shall make all appropriate pension and health/health and retirement contributions in accordance with Section 47 of the 2022 SAG-AFTRA Commercials Contract and Section 65 of the 2022 SAG-AFTRA Audio



Commercials Contract. Under Section 47 of the 2022 SAG-AFTRA Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the SAG-Producers Pension Plan. Similarly, under Section 65 of the 2022 SAG-AFTRA Audio Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund.

#### 15. NOTIFICATION

All performers will be notified at the time of audition and engagement that they are being employed under the terms and conditions of the Upstate NY Code.



## 2022 Upstate New York Area Regional Commercials Code Rate Sheet

The Upstate NY code session fee is inclusive of a 13-week use cycle. One Production Only (OPO) computed at: 80% of the National Commercials minimum session. Full Term Signatory computed at: 70% off the National Commercials minimum session.

**NOTE:** Additional usage may be purchased according to the corresponding rate for the use period. If twenty-one months (21 mos) have expired since the initial use, Producer must negotiate with the Performer if they wish to extend.

**Rates for use other than 13 weeks are based on the following:**

- **4-week use:** Contractual rates based on 75% of the applicable 13-week session fees outlined below.
- **1-year use:** Contractual rates based on three times (3x) the applicable 13-week session fees outlined below.

**P&H/H&R contribution rate is 20.5% (19.25% for JPC Authorizers)**

### SESSION & USE

	<u>One Production Only</u>			<u>Term Signatory</u>		
	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>
<b>PRINCIPALS</b>						
On-Camera Principal	\$470	\$626	\$1,878	\$411	\$548	\$1,644
Off-Camera Principal	\$353	\$471	\$1,413	\$309	\$412	\$1,236
On-Camera Group 3-5	\$344	\$459	\$1,377	\$301	\$401	\$1,203
Group 6-8	\$305	\$406	\$1,218	\$266	\$355	\$1,065
Group 9+	\$252	\$336	\$1,008	\$221	\$294	\$882
Off-Camera Group 3-5	\$200	\$266	\$798	\$174	\$232	\$696
Group 6-8	\$173	\$231	\$693	\$152	\$202	\$606
Group 9+	\$141	\$188	\$564	\$124	\$165	\$495
On-Camera Tags (2 <sup>nd</sup> – 25 <sup>th</sup> )	\$139	\$185	\$555	\$122	\$162	\$486
Off-Camera Tags (2 <sup>nd</sup> – 25 <sup>th</sup> )	\$105	\$140	\$420	\$92	\$123	\$369
<b>EXTRAS</b> (allows unlimited use)						
Hand Models		\$521			\$456	
General Extras		\$342			\$299	
Stand-Ins		\$376			\$329	

**Extras:** Rates are based on 80%/70% of the Unlimited Use Extras rates in the SAG-AFTRA Commercials Contract.

	<u>One Production Only</u>			<u>Term Signatory</u>		
	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>
<b>AUDIO</b> (radio)						
<b>COMMERCIALS</b>						
Actor/Announcer	\$209	\$278	\$834	\$182	\$243	\$729
Solo/Duo	\$209	\$278	\$834	\$182	\$243	\$729
Singer/Speaker						
Group 3-5	\$154	\$205	\$615	\$134	\$179	\$537
Group 6-8	\$136	\$181	\$543	\$119	\$159	\$477
Group 9+	\$121	\$161	\$483	\$106	\$141	\$423
Tags	\$86	\$115	\$345	\$76	\$101	\$303

