

STANDARD SAG-AFTRA ENGAGEMENT CONTRACT FOR SINGLE TELEVISION BROADCAST AND FOR MULTIPLE TELEVISION BROADCASTS WITHIN ONE CALENDAR WEEK

Date:	
Between	, hereinafter called "Performer," and
	, hereinafter called "Producer".
Performer shall render artistic services in connection below and preparation in connection with the part or	on with the rehearsal and broadcast of the program(s) designated parts to be played:
TITLE OF PROGRAM:	
TYPE OF PROGRAM: □ Sustaining □ Co	ommercial □ Closed Circuit
SPONSOR: (if commercial):	
NUMBER of GUARANTEED DAYS OF EMPLO (if Par. 19 of the SAG-AFTRA Code is applicable)	DYMENT:
PLACE OF PERFORMANCE*:	
SCHEDULED FINAL PERFORMANCE DAY:_	
SAG-AFTRA CLASSIFICATION:	
PART TO BE PLAYED:	
COMPENSATION:	
MAXIMUM REHEARSAL HOURS INCLUDED (if Par. 56(b) of the SAG-AFTRA Code is applicable	O IN ABOVE COMPENSATION:
Execution of this agreement signifies acceptance by and those on the reverse hereof and attached hereto,	y Producer and Performer of all of the above terms and conditions if any.
PERFORMER SIGNATURE	PRODUCER SIGNATURE
TELEPHONE NUMBER	PRINT NAME
SOCIAL SECURITY NUMBER	

Note:

Attach rehearsal schedule or deliver to Performer not later than the first reading session, (or in the event of no reading session, not later than twenty-four (24) hours in advance

of the first rehearsal session).

^{*}Subject to change in accordance with the SAG-AFTRA Code.

STANDARD TERMS AND CONDITIONS

- 1. Performer shall render Performer's services in connection with this engagement to the best of Performer's ability, and subject to Producer's direction and control. Performer will abide by all reasonable rules and regulations of Producer, the broadcaster, the sponsor(s) and their advertising agencies, and Performer will refrain from any offensive or distasteful remarks or conduct in connection with this engagement. Performer shall, if and as required by this written contract, be available to participate in commercial inserts and leads into and out of such commercial inserts. The Producer, broadcaster(s), and the sponsor(s) and their advertising agencies may open and answer mail addressed to Performer relating to the program, provided that all such mail relating to Performer and intended for him or copies thereof shall be turned over to Performer within a reasonable length of time.
- 2. (a) Performer shall indemnify Producer, the sponsors and their advertising agencies, the network, and all stations broadcasting the program against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of the use of any materials, ideas, creations, and properties (herein called "materials") whether or not required of Performer, furnished by Performer in connection with this engagement, and any adlibs spoken or unauthorized acts done by Performer in connection therewith, Producer shall similarly indemnify Performer in respect to "materials" furnished by Producer, and acts done or words spoken by Performer at Producer's request. The fact that a program is pre-recorded and subject to editing shall in no way alter the respective responsibilities of Performer or Producer for anything said or done in connection with any program. Each party will give the other prompt notice of any such claims and/or legal proceedings (and shall send a copy of such notice to SAG-AFTRA) and shall cooperate with each other on all matters covered by this paragraph.
- (b) If this agreement requires, as an express additional provision, that Performer furnish materials (herein called "required materials") in connection with his performance hereunder, Performer shall submit such required materials to Producer at such time prior to performance thereof as may be reasonably designated by Producer, and such required materials shall, as between Producer and Performer, unless otherwise expressly provided in this agreement under the heading "Additions", be and remain the property of Performer.
- 3. In full payment for Performer's services and the rights and privileges granted to Producer hereunder, Producer shall pay Performer the compensation hereinbefore specified not later than Thursday after the week during which Performer's services shall have been rendered, subject to the deduction of such taxes and withholdings as are authorized or required by law. There shall be no obligation on Producer's part to produce or broadcast the program or to use Performer's services or materials, if any.
- 4. The program hereunder may be originally broadcast either live or by recording over the facilities arranged by or for Producer. The term "recordings", as used herein, shall mean and include any recording or recordings made whether before or during a broadcast transmission, by electrical transcription, tape recording, wire recording, film or any other similar or dissimilar method of recording television programs, whether now known or hereinafter developed. All recordings as between Producer and Performer shall be Producer's sole property, but shall be subject to the restrictions contained in the SAG-AFTRA Code in effect at the time such recording is made, except as SAG-AFTRA may otherwise permit in writing. Performer will, if required by Producer, re-enact the performance, in whole or in part, in connection with any recording of all or any portion of the program (which Producer may deem desirable) in order to make adjustments necessitated by mechanical failures, or adjustments or corrections in performances after the date of performance, provided that such re-recording is done not later than seven (7) days after the broadcast in the case of a live program or seven (7) days after the Performer's final performance day in the case of a pre-recorded program, and at a time which does not conflict with Performer's other bona fide commitments, and provided, further, that Producer shall pay for Performer's services in connection with such re-recording such additional compensation as may be required by the said SAG-AFTRA Code.
- 5. If the recording of a program, or broadcast in the case of a live program hereunder is prevented by government regulation or order, or by a strike, or by the failure of broadcasting facilities because of war or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of such broadcasting facilities due to causes beyond the reasonable control of the Producer (such as the collapse of the transmitter due to structural defects), Producer shall be relieved of any responsibility for the payment of compensation for the program so prevented; provided that in such case Producer shall reimburse Performer for all out of pocket costs necessarily incurred in connection with such program. In addition Performer shall be paid the full applicable rehearsal rate for all hours rehearsed prior to notice of cancellation. The same consequences shall ensue if the program time is preempted by a Presidential broadcast, a news emergency or the telecast of a special news event and notice of cancellation for such purpose is given Performer promptly upon such notice having been received by Producer. Where the program is cancelled or prevented for any reason other than those stated above, or where insufficient advance notice has been given under the preceding sentence, Producer shall pay Performer his full contract price for the program so cancelled or prevented.
- 6. Producer is prohibited from requiring Performer to refrain from rendering his services in connection with any other television or radio services for any period other than the actual rehearsal and broadcast period involved in this engagement; provided, however, that this prohibition shall not apply if Performer's compensation for this engagement shall be \$1,500.00 or more.
 - 7. Notwithstanding any provision in this agreement to the contrary it is specifically understood and agreed by all parties hereto:
- (a) That they are bound by all the terms and provisions of the applicable SAG-AFTRA Code of Fair Practice for Television Broadcasting, including payment of Supplemental Market fees. Should there be any inconsistency between this agreement and the said Code of Fair Practice, the said Code shall prevail; but nothing in this provision shall affect terms, compensation, or conditions provided for in this agreement which are more favorable to members of SAG-AFTRA than the terms, compensation or conditions provided for in said Code of Fair Practice.
 - (b) That Performer is covered by the provisions of Paragraph 102 of said Code entitled "AFTRA Health and Retirement Funds."
- (c) That Performer is or will become a member of SAG-AFTRA in good standing, subject to and in accordance with the Union Shop provision of said Code of Fair Practice.
- (d) All disputes and controversies of every kind and nature arising out of or in connection with this agreement shall be determined by arbitration with the procedure and provisions of the said SAG-AFTRA Code of Fair Practice.
- (e) Producers will recognize that it is SAG-AFTRA's intent to assure that its members receive from Producer or any of its agents or retainers, treatment befitting the professional character and nature of its members.
- 8. Producer shall separately set forth in this Agreement in specific money figures those fees required pursuant to Paragraph 73 of the SAG-AFTRA Code for replay or foreign use rights, clearly stating the rate to be paid for each re-play or foreign use, and not by reference to Code paragraph numbers. NOTE: These figures need not include additional payments provided for in Paragraph 73 (b) (1) (2) of the SAG-AFTRA Code, but such payments shall be made when they become due.

	d by Performer and Producer, shall constitute the entire unde		
to the laws of the State of	, applicable to contracts fully performed therein.		
ADDITIONS WHICH HAVE NOT BEEN APPROVED BY SAG-AFTRA AND ARE NOT PART OF STANDARD FORM			