



SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS STUDENT FILM AGREEMENT

TITLE: " \_\_\_\_\_ "

FILMMAKER:

Producer (Student): \_\_\_\_\_

SS #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

BUDGET: Project financed by: \_\_\_\_\_

Cash expenditures \$ \_\_\_\_\_
+
Crew deferrals \$ \_\_\_\_\_
+
Equipment deferrals \$ \_\_\_\_\_
Total Budget = \$ \_\_\_\_\_

PRODUCTION: Shooting Location: \_\_\_\_\_

Total # shoot days \_\_\_\_\_ Dates: Start \_\_\_\_\_ Finish \_\_\_\_\_

Edited running time \_\_\_\_\_

# of Performers \_\_\_\_\_ Professional \_\_\_\_\_ Non - Professional \_\_\_\_\_

Initial reason for producing this film: \_\_\_\_\_

Intention(s) upon completion of project: \_\_\_\_\_

Name of School: \_\_\_\_\_

## 1. Scope

The Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter referred to as "SAG-AFTRA") Student Film Letter Agreement (hereinafter referred to as the "Agreement") is to be executed by the appropriate individual(s) (hereinafter referred to as "Producer(s)") when such Producer wishes to use one or more professional performers in student projects.

## 2. Pre-Production Requirements

Submit the following not less than one (1) month prior to the date Producer intends to start work with professional performers to the nearest SAG-AFTRA office.

- a. Copy of the final shooting script. A treatment is not sufficient.
- b. Detailed budget breakdown listing all deferred and actual cash outlay monies necessary to produce the project.
- c. A letter from the Producer's instructor confirming that the filmmaker is enrolled at that educational institution, and is undertaking the project pursuant to a course requirement or the signature of the instructor on the last page of this Agreement.
- d. A Letter of Intent from the Producer indicating the following:
  - i. Title
  - ii. Start date
  - iii. Estimated wrap date
  - iv. Intended number of actual shooting days
  - v. Medium to be used
  - vi. Edited running time
  - vii. Sub-total of deferred salaries (exclude performers' salaries)
  - viii. Sub-total of "up-front" monies
  - ix. Grand total (deferred and "up-front" monies)
  - x. Educational institution in which enrolled
  - xi. Course title and number
  - xii. Sources of financing
  - xiii. Who owns the film
  - xiv. Reason for producing project
  - xv. Intention(s) upon completion of project

The documents listed in A. through D. above constitute application to SAG-AFTRA to produce the Student Film named on the Information Sheet and to employ professional performers in the Student Film under the Agreement. If SAG-AFTRA, in its sole discretion, approves the application submitted in connection with the Student Film, the Producer will be so notified and required to execute the SAG-AFTRA Student Film Letter Agreement.

In addition, Producer must submit to SAG-AFTRA a list of all professional performers to be employed in the Student Film.

Producer must submit two (2) copies of the executed Agreement to SAG-AFTRA not later than one (1) week prior to any work by professional performers. SAG-AFTRA will make available to the Producer, Student Film Employment Contracts, a Final Cast List Information Sheet and Production Time Reports.

**3. Student Film Projects Defined**

- a. Primary purpose of such projects is a learning experience in which the Producer has the opportunity to work with professional performers and fulfill whatever educational requirements such project is produced for.
- b. The Producer must be a student enrolled in an accredited educational institution.
- c. The Producer must be a student enrolled in a filmmaking or television class at such accredited educational institution, either on the undergraduate or graduate level.
- d. The student (Producer) must own the project. It must not be owned by the educational institution in which Producer is enrolled. If the educational institution owns the project, a separate film letter agreement shall be negotiated between SAG-AFTRA and the educational institution.

**4. Scope of Student Film Projects**

- a. Maximum edited running time: 35 minutes
- b. Maximum grand total budget: \$35,000.00
- c. Maximum total shooting days: 20
- d. Maximum overall production period: 6 calendar weeks
- e. Exhibition of completed project:
  - i. In the classroom for a grade.
  - ii. At film festivals.
  - iii. Before the Academy of Motion Picture Arts and Sciences for possible award consideration. (In this regard, the Academy requires that a student film be exhibited at least one (1) week in a paying movie house to qualify for such consideration.)
  - iv. Use as a visual resume to demonstrate the student filmmaker's capabilities before established members of the entertainment industry.

## 5. **Criteria for Denial of Student Film Projects**

- a. Any project which SAG-AFTRA believes, for any reason, cannot or will not meet the definitions outlined in sections 3 and 4 above.
- b. Any project intended for exhibition, sale, release, distribution or other public display in theatrical motion picture houses, free television, basic cable, pay cable, videocassettes/discs, holography, internet, interactive media of any type, commercial advertising or in educational or industrial markets, as more particularly defined in the applicable SAG-AFTRA agreement.
- c. Any project intended for exhibition into new or emerging technologies, which currently include, but are not limited to, use on portable media players, cell phones, ringtones or any future systems which may hereinafter be adopted.
- d. The exclusions outlined in this section 5 do not limit SAG-AFTRA's right, in its sole discretion, to deny the Student Film Agreement to any person or entity.

In the event SAG-AFTRA denies a Producer's application for approval under this Agreement, the Producer will then be offered the opportunity to execute the appropriate SAG-AFTRA agreement for his production.

## 6. **Subsequent Sale, Distribution, Exhibition, Assignment, Release**

Notwithstanding Sections 3 and 4 of this Agreement, the Producer understands and agrees to the following should the Producer desire to effect any of the above-mentioned:

- a.
  - i. Obtain express written consent from all professional performers.
  - ii. Send copies of the express written consent letters from the professional performers and a cover letter to SAG-AFTRA sufficiently in advance of the intended transaction.
  - iii. Upon review, if SAG-AFTRA approves the transaction, the Producer must immediately pay all professional performers employed on the Student Film not less than \$125.00 for each day worked plus applicable overtime. [Note that if a professional performer's performance does not appear in the distributed version, such professional performer will receive the deferred payment.]

Consecutive employment provisions of the SAG-AFTRA Agreement for Independent Producers of Theatrical Motion Pictures ("Basic Agreement") do not apply when calculating the deferred payment, unless the performer was on an overnight location during the filming of the production.

- iv. Make contributions to the SAG-Producers Pension and Health Plans based on the gross compensation due the professional performers at the percentage applicable at the time of principal photography on the Student Film.

- v. All compensation paid to Performer under the terms of this Agreement constitutes wages and is subject to deductions for Social Security, Taxes and Disability Insurance. Producer must make the required payments, reports and Withholding Deductions with respect to such taxes and premium. Producer must also provide Unemployment Insurance for Performers it employs.
  - vi. Professional performers must receive payment no later than the first date of exhibition or availability outside the allowed markets.
- b. The procedures in Section 6.a. do not apply to exhibition or use in commercial advertising, industrial or educational use or in new or emerging technologies. Examples of such new or emerging technologies include, but are not limited to, use on portable media players, cell phones, internet, interactive markets or any futures systems which may hereinafter be adopted. Releases into such markets require prior negotiation with SAG-AFTRA.

**Note:** If Producer fails to obtain the consent of the professional performers, all professional performers must immediately be paid their total applicable salary based on the standard theatrical day performer rates at the time of principal photography, plus the appropriate pension and health contributions payable to the SAG-Producers Pension and Health Plans.

## 7. Production Requirements

### a. Production Time Reports

Producer must complete the Production Time Reports in ink detailing the specific time of reporting, travel, beginning and end of meals and dismissal on set. The professional performers will review and sign the Production Time Report at the end of each day. Performers will not be asked to sign blank Production Time Reports. The original completed Production Time Reports must be delivered to SAG-AFTRA by the Friday following the week of work. If Producer fails to comply with the requirements concerning Production Time Reports, SAG-AFTRA will be entitled to liquidated damages in the amount of \$275.00 per day of breach.

### b. Employment Contracts

Each professional performer must receive from Producer the Student Film Agreement Employment Contract for execution by the end of his/her first day of work on the Student Film. Such contract must be completed in ink by Producer before delivery to the professional performer. A copy of this Student Film Agreement must be delivered to the professional performer and performer's representative not later than the first day of work.

The contract must be executed in four (4) copies. One (1) fully executed original must be given to the professional performer not later than the end of his/her first day of work. One (1) original must be delivered to the performer's representative. One (1) original must be delivered to SAG-AFTRA. One (1) original should be retained by producer. Delivery to SAG-AFTRA and performer representative must be made within four (4) days of the professional performer's first day of work.

Failure to timely deliver the fully executed contract to a professional performer entitles each such performer to liquidated damages in the amount of \$10.00 per day until performer receives the fully executed employment contract. If Producer fails to timely deliver the employment contracts to SAG-AFTRA, SAG-AFTRA will be entitled to liquidated damages in the amount of \$10.00 per day per contract until SAG-AFTRA receives each such employment contract.

c. Payments Due for Exceeding 20 Day Shooting Schedule, 35 Minute edited length or \$35,000 Budgetary Limit

Professional performers' salaries, including overtime (except as provided in Section 10, below), may be deferred until distribution beyond the scope of section 6, above, except that should Producer exceed the twenty (20) day shooting schedule, 35 minute edited length or should the Producer's costs exceed \$35,000, professional performers' salaries will be immediately due and payable as follows:

- i. Any professional performer who works outside the allowed Shooting Schedule (see Section 4) will be entitled to be paid the rates under the current SAG-AFTRA Letter Agreement for Ultra Low-Budget Theatrical Motion Pictures for such days or weeks of work outside the allowed period(s).
- ii. In the event Producer's costs exceed \$35,000 or exceed the 35 minute edited length, all professional performers will be immediately entitled to be paid the rates and terms (including residuals) under the current SAG-AFTRA Letter Agreement for Ultra Low-Budget Theatrical Motion Pictures.
- iii. Producer must make contributions to the SAG-Producers Pension and Health Plans based on the gross compensation paid each such performer at the current rate under the Basic Agreement at the time of employment.
- iv. Such salary payments due under (i) above do not entitle Producer to any distribution beyond those listed in Section 4 E), above.

d. Non-Deferred Monies

- i. Car mileage allowance reimbursement
- ii. Public transportation costs (due the day of work)
- iii. Liquidated damages for meal period violations
- iv. Per diem
- v. Reimbursement for expenditures made at request of Producer, for example, special hairdress, special make-up, or wardrobe
- vi. Late penalty payments to performers
- vii. Salary for work by a performer in excess of twelve (12) hours on any day, in excess of five (5) days in any workweek, or in excess of the twenty (20) shooting days.
- viii. Liquidated damages for rest period violations
- ix. Liquidated damages: failure to submit production time reports on time, failure to deliver performer contracts etc.

- x. Stunt Coordinator rates for Daily, Weekly and "Flat Deal" Stunt Coordinators as specified in Schedule K-1, K-II or K-III of the Basic Agreement that is current at the time of photography.

e. Hazardous Work

The Producer may not require any performer to do stunt or hazardous work without first obtaining, from that performer, express written consent prior to the commencement of the performer's services in the Student Film. The Producer will fully discuss the physical requirements of the role at the time of audition or interview.

The Producer must notify SAG-AFTRA of hazardous or stunt activity and the day on which such activity will occur. The Producer must provide a safety expert who must be present and available for consultation at the place of such activity. An animal handler or qualified trainer must be provided when Producer requires a performer to work with animals.

f. Nudity

- i. The Producer will notify the professional performer or performer's representative of any nudity or sex acts expected in the role prior to the first interview or audition. The professional performer must also have prior notification of any interview or audition requiring nudity and shall have the absolute right to have the person of performer's choice present at that audition. Total nudity may not be required at such auditions or interviews; the professional performer must be permitted to wear "pasties" and G-string or its equivalent.
- ii. During any production involving nudity or sex scenes, the set must be closed to all individuals having no business purpose in connection with the project.
- iii. No photographs will be permitted other than production stills made by a photographer assigned to the production.
- iv. The appearance of a professional performer in a nude scene or the doubling of a professional performer in such a scene must be conditioned upon the professional performer's express, written consent.
- v. If a professional performer has agreed to appear in such scenes and then withdraws consent, the producer will have the right to double the performer. A professional performer may not withdraw consent as to film already photographed.

**8. Consecutive Employment and Availability**

Professional performers have the right to accept other professional employment during the course of production of the Student Film and in consideration thereof, SAG-AFTRA waives the requirement of consecutive employment as defined in the Basic Agreement. In exchange for this

waiver, Producer agrees to waive his/her right to exclusive services of the professional performer during photography. Scheduling must be subject to each professional performer's availability.

**9. Worktime**

All time, from time the professional performer is required to report until dismissed, must be counted as work time for the purpose of calculating overtime and rest periods, excluding meal periods. The deferred salary must be compensation in full for eight (8) hours of work and will be due for each day in connection with which the performer reports for work even if eight (8) hours of work is not required by Producer.

**10. Overtime**

Performers are due time and one half for the ninth, tenth, eleventh and twelfth hours or parts thereof, in tenth of hour (six (6) minute) units of work time, which overtime may be deferred and will only become payable as more particularly described elsewhere in this Agreement.

If a performer is required to work beyond twelve (12) hours in any day, such performer will be due overtime at double the straight time rate for any time worked in tenth of hour (six (6) minute) units, which salary may not be deferred. For the purpose of calculating such overtime, the rate will be based on the rates under the current SAG-AFTRA Letter Agreement for Modified Low Budget Theatrical Motion Pictures.

**11. Meal Period**

Allowable meal period may not be counted as work time for any purpose. The performer's first meal period must commence within six (6) hours following the time of his/her first call for the day; succeeding meal periods will commence within six (6) hours after the end of the preceding meal period. An allowable meal period shall be not less than one-half hour and not more than one (1) hour in length. Producer is immediately liable for \$25.00 in liquidated damages due each affected performer for each half-hour of delay or fraction thereof.

**12. Travel**

- a. The applicable travel provisions of the Basic Agreement are modified as follows: A performer will be deemed to be on an "overnight location" when it is necessary for the performer to remain away from his/her residence overnight for one or more nights (regardless of the location of the producer's base).
- b. Whenever the performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- c. Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline.



Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

- d. Producer must provide accidental death and dismemberment insurance in a principal sum not less than \$100,000.00 to the professional performer or the performer's designated beneficiary when performer is required to travel by plane at the request of Producer.

### 13. Overnight Locations

- a. Whenever the performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- b. All performers must be provided with reasonable lodging and meals at all overnight locations.
- c. If meals are not provided by the Producer, then Producer agrees to pay to each professional performer the following amounts:

\$10.50	Breakfast
\$15.00	Lunch
\$27.50	Dinner

Such per diem must be paid to performer in cash not later than the morning of the day of work.

### 14. Transportation

- a. Los Angeles thirty (30) mile studio zone - The Los Angeles studio zone is the area within a circle thirty (30) miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California. Producer may require any performer to report anywhere within the studio zone. Those professional performers who are required to report to location within the studio zone must be immediately reimbursed at the rate of \$.30 per mile for their actual travel to and from such location.
- b. New York eight (8) mile studio zone - The New York studio zone is the area within a circle eight (8) miles in radius from the center of Columbus Circle, New York City. Producer may require any performer to report directly anywhere within the studio zone accessible by public transportation. Those professional performers who are required to report to location within the studio zone must be immediately reimbursed for the actual cost of their public transportation to and from such location.
- c. Other areas - Professional performers must be reimbursed for the actual cost of reasonable forms of travel to locations. When the reasonable mode of travel is by car, performer must be reimbursed at the rate of \$.30 per mile.

- d. Any area outside studio zones - Producer must provide transportation to any area outside the studio zones.

**15. Make up, Hairdress and Wardrobe**

Producer must immediately reimburse any professional performer required to purchase unique or particular make up, hairdress or wardrobe.

**16. Rest Period**

Each professional performer is entitled to a twelve (12) hour rest period from the time he/she is dismissed until recalled for whatever purpose. In the event the rest period is invaded, the professional performer is entitled to immediate payment of liquidated damages in the amount of \$125. The liquidated damages for a rest period violation may not be deferred.

**17. Re-Takes, Added Scenes**

SAG-AFTRA agrees that professional performers will make every reasonable effort to return at the request of the Producer for re-takes, added scenes, looping, trick shots, etc., and provided that such services are rendered by the professional performers within the twenty (20) consecutive shooting day ceiling, or the six (6) calendar overall workweek ceiling, whichever should apply, the Producer will not be liable to pay the professional performers for such work.

Recall of professional performers by Producer after twenty (20) consecutive shooting days or six (6) calendar weeks will immediately require that Producer pay the performer not less than one day's pay at the \$100 per day rate.

**18. Use of "Double"**

The Producer agrees not to "dub" or use as a "double" in lieu of the professional performer, except in the following circumstances:

- a. When necessary to expeditiously meet the requirements of foreign exhibition.
- b. When necessary to expeditiously meet censorship requirements, either foreign or domestic.
- c. When, in the reasonable opinion of Producer, failure to use a double for the performance of hazardous acts might result in physical injury to the performer.
- d. When the performer is not available, or
- e. When the performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the performer.

**19. Application of Basic Agreement**

Except as expressly modified herein, all terms and conditions of the current Basic Agreement apply to the engagement and performance of professional performers hereunder. All disputes arising hereunder are subject to arbitration in accordance with Section 9 of the Basic Agreement.

**20. Photocopies of this Agreement to all Professional Performers**

Producer understands and agrees to photocopy this Agreement and make it immediately available to all professional performers. Producer will bear the entire cost of reproducing this Agreement for the express benefit of all professional performers whom the Producer utilizes.

**PRODUCER**

**SAG-AFTRA**

ACCEPTED, AND AGREED TO:

ACCEPTED, AND AGREED TO:

\_\_\_\_\_  
(Producer/Student Signature)

\_\_\_\_\_  
(SAG-AFTRA Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

If a letter from the Producer's instructor confirming that the student is enrolled at that educational institution, and is undertaking the project pursuant to a course requirement is not separately provided, the following is required:

The above signed student is making the aforementioned film pursuant to a course requirement.

\_\_\_\_\_  
(Professor Signature)

\_\_\_\_\_  
(Print Name)

Name of Educational Institution: \_\_\_\_\_

Date: \_\_\_\_\_