



2016 SAG-AFTRA AUDIO COMMERCIALS CONTRACT

ANA-4A's Joint Policy Committee on
Broadcast Talent Union Relations



2016 SAG-AFTRA Audio Commercials Contract

AGREEMENT made by and between SAG-AFTRA (herein called the "Union") and the ANA-4A's Joint Policy Committee on Broadcast Talent Union Relations (hereinafter referred to as the "JOINT POLICY COMMITTEE" or "JPC") acting on behalf of advertisers and advertising agencies who have the JOINT POLICY COMMITTEE to act for them, a list of which has been filed with SAG-AFTRA and incorporated herein, and others who sign this Agreement and/or Letters of Adherence hereto, hereinafter referred to individually as "Producer."

RECOGNITION AND COVERAGE

Producer agrees with SAG-AFTRA that Producer will accept and conform to this Agreement containing the minimum terms and conditions established by SAG-AFTRA for the engagement of actors, singers, announcers, and sound effects persons (herein called "Performers") for commercials made for use on the Internet or New Media, for commercial sound recordings (including audio tape, wire recording, sound tracks), and any other similar devices and other means for audio reproduction for radio or television broadcasting purposes only, now or hereafter devised or perfected (all of which devices are collectively called "commercials"). The annexed schedules are included herein as an integral part of this Agreement. Except as otherwise set forth in this Contract, members of the public, nonprofessionals, minors, *etc.* who perform in commercials shall be covered under this Agreement.

The term "New Media" is defined as digital, electronic, or any other type of delivery platform including, but not limited to, commercials delivered via podcasts, mobile phones and other digital and electronic media, and is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown. The term New Media does not apply to commercials on radio or the Internet, covered by Section 16 Internet.

Nothing in this Agreement shall be deemed to amend, alter or affect in any way the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting or the AFTRA National Sustaining Radio Agreement or the AFTRA National Code of Fair Practice for Network Television Broadcasting or the "AFTRA TV Recorded Commercials Contract" or the "AFTRA National Code of Fair Practice for Program Recordings for Broadcasting Purposes" or the SAG-AFTRA Commercials Contract as to recordings covered thereby and made in connection with commercial broadcasts.

Producer agrees that Producer will not (1) for the purpose of evading performance under this Agreement sublet or transfer responsibility hereunder to any third person; (2) transfer Producer's operations to any other place of origin, territory, station or stations, for the purpose of defeating or evading this Agreement; (3) knowingly use, or knowingly lease, or knowingly authorize others to use, such commercials for any purpose or in any manner other than as permitted by this Agreement; (4) use the terms of this Agreement for the purpose of defeating or evading the terms and conditions of the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting, or the AFTRA National Sustaining Radio Agreement, or the AFTRA National Code of Fair Practice for Network Television Broadcasting, or the AFTRA TV Recorded Commercials Agreement or SAG-AFTRA Commercials Contract or the AFTRA National Code of Fair Practice for Program Recordings for Broadcasting Purposes, as presently applied.

Producer and SAG-AFTRA agree for the period of time covered by this Agreement to submit to arbitration any controversy or dispute (1) between SAG-AFTRA and Producer with respect to this Agreement or the interpretation or breach thereof, and (2) between SAG-AFTRA and Producer and any SAG-AFTRA member with respect to the engagement or employment of such SAG-AFTRA member for commercials. The arbitration shall be conducted under the rules then obtaining of the American Arbitration Association, with the specific provisions provided for herein. Each party shall bear its own arbitration expenses.

Producers and SAG-AFTRA agree that there will be no stoppage of work pending arbitration and award, and the parties agree that all awards rendered will be binding upon them.

At least sixty days prior to the end of the term of this Agreement, SAG-AFTRA and the Producer agree to negotiate in good faith with respect to a new Agreement.

This Agreement shall be governed by the laws of the State of New York.

The parties hereto recognize that from time to time during the course of their bargaining new laws have been enacted with provisions that have remained unclear, and several provisions of this Agreement declaring established past practices have been readopted in the absence of any known problem or legal question. It has always been and is

the intention of the parties to interpret and apply all provisions of the agreement in accordance with the requirements of law. To that end we declare that if any provision of this Agreement is found to be in violation of law, this Agreement shall be deemed modified or amended accordingly. All terms and conditions of this Agreement are separable.

The bargaining unit is a national unit. SAG-AFTRA warrants and agrees that it represents, and will continue to represent for the duration of this Agreement, a majority of the Performers engaged by the Producer for recorded commercials. Said bargaining unit is without prejudice to either party.

Producer recognizes SAG-AFTRA as the exclusive collective bargaining agency for all Performers and Producer agrees that during the term of this Agreement, all Performers employed by Producer for recorded commercials will become members of SAG-AFTRA in good standing in accordance with the provisions of Section 41 of this Agreement. In order for a performer to be "employed by Producer" as required by this paragraph, the Performer must be employed by a *bona fide* producer of commercials covered by the Audio Commercials Contract. The Union reserves the right to reject or revoke the signatory status of any company if that company is not a *bona fide* producer of commercials.

Producer further recognizes that members of SAG-AFTRA must abide by SAG-AFTRA's Constitution, By-Laws, Rules and Orders, and the obligations thereof. SAG-AFTRA agrees that it has no present rule, requirement or obligation upon its members, and during the term of this Agreement will make no future rule, requirement or obligation which is in derogation of this Agreement.

This Agreement shall be known as the **2016 SAG-AFTRA Audio Commercials Contract**.

In Witness whereof, we have signed this Agreement on this _____ day of _____, 20 ____.

SAG-AFTRA

Signatory _____

By _____

By _____

(Print Signer's Name and Title)

(Print Signer's Name and Title)

(Address)

1. PAYMENT DUE DATE

- A.** Performers shall be paid not less than the minimum fee applicable in legal tender of the United States and not later than:
1. 15 working days after the date of recording; or
 2. In the case of editing, dubbing or similar changes requiring additional payment, 15 working days after the date of first use; or
 3. In the case of adjustments in Wild Spot fees as a result of adding additional units during a cycle, 15 working days after the end of the cycle.
- B.** Payment of the use fee, in all cases, is due not later than 15 working days after the commencement of each (specified) cycle.
- C. Adjusting Undisputed Overpayments**

1. Where an overpayment has been made to a Performer and there is no factual dispute with respect to such overpayment, the Union will cooperate with Producer to have the Performer return the incorrect payment to Producer as promptly as possible. Alternatively, the overpayment may be credited against subsequent payments due to the same Performer under the following circumstances:
 - a. The overpayment and subsequent payments are made for the same advertising agency.
 - b. The overpayment and subsequent payments are made on behalf of the same client even if the advertising agencies are not the same.

All Performers must be given prior written notice of any recoupment. The notice must include the overpayment amount, dates, commercial title(s), advertiser and advertising agency involved, and the reason for recoupment.

2. Subject to the conditions and limitations set forth below, other payments due under this Agreement may be applied to recoupment of an overpayment made under this Agreement by a different advertising agency (where the same advertiser is not involved) if, in an initial letter to the Performer, Producer identifies the overpayment as to the amount, date, commercial, advertiser and agency involved; and
 - a. Producer obtains written authorization from the Performer in response to the initial letter; or
 - b. Producer sends a second notice to the Performer with a copy to the Union no later than 90 days after the initial notice by registered or certified mail, return receipt requested, and Performer does not object in writing within 30 days after delivery of the Producer's second notice. Under this Section 1.C.2.b, Producer may not reduce the gross amount of any subsequent payment by more than 25%.

At the time of the recoupment, Producer shall identify the payment from which the overpayment will be recouped, including the amount of such payment, nature (*e.g.* session fee, use fee, etc.), the commercial, advertiser and agency involved.

3. The Union will continue its existing policy to assist Producers in adjusting overpayments in accordance with above guidelines. In those instances where a Producer and a Performer are unable to agree upon arrangements, the Union will, at Producer's request, actively participate in an effort to resolve the matter.
4. Claims for overpayment shall be barred if not made within 6 months after the date of overpayment.

2. PENALTY FOR LATE PAYMENT

- A.** In the event Producer fails to make timely payment, as herein provided, the following cumulative penalty payments shall be due and payable to the Performer for each day, beginning with the day following the date of default: \$3.85 per day for each day up to 25 days (excluding Saturdays, Sundays and holidays which Producer observes) up to a maximum of \$96.25. Thereafter, the penalty payment shall cease unless either the Union or the Performer gives written notice to Producer of nonpayment. In the event such notice is given and full payment, including accrued penalties, is not made within 15 working days, Producer shall be liable for an immediate additional penalty of \$96.25 plus further penalty payments at the rate of \$10.70 per day from the date of the receipt of notice of nonpayment, which shall continue without limitation as to time until the delinquent payment, together with all penalties, is fully paid. Such penalties shall be in addition to any and all other remedies which the Union may have against Producer under this Agreement.
- B.** In the event Performer (having been supplied by Producer with W-4 Tax Withholding form prior to or at the recording session) fails to fully execute said form, cumulative penalty payments provided for in Section 2.A

shall not commence until the 16th working day from the day on which Producer receives said form, fully executed by Performer.

- C. The penalty payments set forth in subsection A. shall increase by the same percentage as any agreed upon wage increase applicable to Section 6. Minimum Compensation – Fees Per Commercial – “Session Fees” in future negotiations.

3. DELIVERY OF CHECK

All checks issued to the Performer, including payment for the original recording session and all use fees, shall be delivered to the appropriate SAG-AFTRA office in the city in which the recording is made.

4. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

- A. Session fees, use fees and all other compensation paid to Performers covered by this Agreement for or in connection with the making and use of commercials constitute wages and as such are subject to Social Security, Withholding, Unemployment Insurance taxes and Disability Insurance taxes. Advertising agencies or others, such as production companies, payroll agencies or loan-out companies, who assume the contractual obligation to make such payments, shall also make the required payments, reports and withholding with respect to such taxes. Nothing herein shall relieve the Producer or Union of their respective obligations under this Agreement.
- B. The period of service for which compensation is ordinarily paid to Performers covered by this Agreement is a 13-week period. The "part-year employment method" of withholding as currently set forth in Section 31-3402(h)(4)-1(C) of the Internal Revenue Code Regulations or any applicable successor regulations, shall be utilized for any Performer upon his or her request provided that the Performer qualifies for such method of withholding under the Internal Revenue Code Regulations and the form of declaration for each such use shall be attached to the Performer's employment contract.
- C. If Producer withholds taxes or makes any other payroll deductions which are not required or are in excess of the amount required by U.S. State or Federal law, Producer shall promptly reimburse Performer the entire amount erroneously withheld upon Performer's request and appropriate documentation, provided that the request is made during the then current calendar year.

5. PRODUCER FURNISHES TAX STATEMENT AND TAX FORMS

- A. Producer agrees to furnish each Performer a statement specifying the name of the employer, the period covered by the statement, the dates of performance, the amount of payment and of each deduction, and all other pertinent information which may be necessary for tax purposes. Such statement may be on check vouchers, or in any other convenient form which may be retained by the Performer.
- B. In states which have State Disability Insurance Laws requiring deductions, such deductions shall likewise be noted on the check or statement. The statement should also include the employer's name or registration number in those states where Unemployment Insurance laws require that such information be given to the employee by the employer.
- C. It shall be the obligation of the Producer to furnish the Performer with W-4 Tax Withholding form prior to or at the recording session.
- D. The fact that the Performer may have previously rendered services for Producer shall not serve to negate the respective responsibilities of Producer and Performer to supply and fully execute said forms for each and every recording session.

6. MINIMUM COMPENSATION - FEES PER COMMERCIAL - "SESSION FEES"

- A. Producer shall employ the Performer on the basis of recording sessions. A recording session shall be no more than 90 minutes in duration.
- B. There shall be no limit on the number of commercials which may be made in a session for 1 designated advertiser. For each session or part thereof, the Producer shall pay the Performer not less than the rates below specified, herein called "session fee," which shall also constitute payment for the first commercial made for 1 designated advertiser:

Actor, Announcer, Solo, Duo \$298.10

Group Singer/Speaker	3-5	219.62
	6-8	194.37
	9 +	172.38

- C. The Producer shall notify the Performer upon the completion of the Performer's services of the total number of commercials made in which his or her services were utilized, and the Performer shall be paid in addition to the session fee an amount not less than the applicable session fee for each such commercial in excess of 1. All such payments shall be made not later than 15 working days after the session.
- D. At the time of engagement, Singers hired under this Agreement must be notified as to whether they are being engaged as a solo or duo or group, and, if as a group, the size of the group must be specified. If Speakers are to be used in unison only, then Speakers must be likewise notified of the size of the group.
- E. Session fees may be credited against the first cycle of use, but only if such cycle commences within 13 weeks from the date of the session.
- F. All 13-week cycles referred to in this Agreement may be calculated by counting 13 weeks or 3 months less one day.
- G. *NOTE:* The session fee for Solo or Duo Singers should be \$447.15 if the Solo or Duo Singers render services with Group Singers (3-5) who multi-track. *(See Section 32 for further clarification.)*
- H. **Joint Promotions.** Where a commercial is a joint promotion by more than 1 advertiser and features or highlights more than 1 product or service, the Performer(s) involved in such commercial shall be paid not less than scale plus 50% for session only. The additional 50% may not be credited against use fees or any other fees due under this Agreement.

7. WILD SPOTS - DEFINITIONS

Recorded "Wild Spot" commercials are commercials of up to 3 minutes in length. As used herein, rates shown are for Wild Spot commercials of 1 minute or less. For Wild Spot commercials of over 1 minute, up to and including 3 minutes, add 50% to all rates for Actors, Announcers and Singers. Any commercial of more than 3 minutes in length is classified as a "program" and shall be paid for as such.

8. WILD SPOTS - COMPENSATION AND LIMITATION

- A. Compensation for use of Wild Spots shall be for unlimited use within a cycle of either 13 or 8 consecutive weeks. Should the Producer elect to pay the 8-week rate, the Producer may not subsequently "extend" this 8-week cycle to a 13-week cycle by paying the difference in rates. However, the use may be continued for additional cycles of 13 or 8 consecutive weeks by paying the Performer the applicable fee for each such 13 or 8-week renewal cycle.
- B. It is understood that each 13-week (or 8-week) cycle of Wild Spot use shall commence on the date of the commercial's first use in any one city. However, in view of the fact that a Wild Spot used in a 13-week (or an 8-week) campaign may not always be broadcast in all cities on the same schedule, and more than 13 weeks (or 8 weeks) may be required for the purpose of conducting a campaign, Producer may extend a 13-week period of use to 17 weeks (and extend an 8-week period of use to 10 weeks) from the date of first use when necessary to permit 13 consecutive weeks (or 8 consecutive weeks) of use in any one particular city.
- C. Adjustments for unit compensation not ascertainable at the commencement of a cycle shall be paid in full not more than 15 working days after the completion of such cycle.
- D. This Section 8 is not applicable to Dealer commercials.
- E. Uses to which Wild Spots are restricted: except as otherwise expressly provided in Section 12, this Section 8 applies to commercials referring specifically to a named sponsor used as station break announcements on local non-interconnected stations or on local programs. *(See Section 15 for special fees for local program use.)*
- F. All compensation paid to performers for covered services hereunder grants Producer the right to simultaneously stream or otherwise transmit commercials on the Internet and/or New Media. The foregoing applies to simultaneous streaming, simultaneous cellular transmission and any other means of simultaneous transmission that currently exists or may hereafter be developed. This provision will sunset on March 31, 2019.

G. Method of Fee Computation. The payment for Wild Spot use is computed by:

1. Determining the maximum number of units in which the Wild Spot is used during a cycle, applying the unit weights as set forth in Section 8.J. below;
2. Applying the appropriate unit rates as set forth in Section 9 or 10;
3. Totaling the unit costs computed as provided above.
 - a. Table A-13 and Table A-8 (*pages 58 and 61*) set forth cumulative totals for use of a Wild Spot on a station lineup that does not include New York, Chicago or Los Angeles;
 - b. Table B-13 and Table B-8 (*pages 64 and 67*) set forth cumulative totals for use of a Wild Spot on a station lineup which includes New York together with other cities (excluding Chicago or Los Angeles);
 - c. Table C-13 and Table C-8 (*pages 70 and 73*) set forth cumulative totals for use of a Wild Spot on a station lineup which includes Chicago or Los Angeles together with other cities (excluding New York);
 - d. Table D-13 and Table D-8 (*pages 76 and 79*) set forth cumulative totals for use of a Wild Spot on a station lineup which includes any 2 of New York, Chicago or Los Angeles together with other cities;
 - e. Table E-13 and Table E-8 (*pages 82 and 85*) set forth cumulative totals for use of a Wild Spot on a station lineup which includes New York, Chicago and Los Angeles together with other cities.

H. Commercials made and/or made and used on or after November 16, 1972 but prior to April 1, 1973 shall be paid at the 1969-72 rates; however, the second cycles of all such commercials (even though such second cycles may commence prior to April 1, 1973) shall be paid at the 1972-75 rates.

All commercials made and/or made and used on or after April 1, 1973, shall be paid at the 1972-75 rates.

Commercials made on or after November 16, 1972, and used for the first time after April 1, 1973, shall be paid at the 1972-75 rates.

Commercials made or made and used on or after November 16, 1978, but prior to December 19, 1978, shall be paid at the 1975 rates.

Commercials made or made and used on or after February 7, 1979, but prior to February 7, 1982, shall be paid at the 1979 rates.

Commercials made or made and used on or after February 7, 1982, but prior to February 7, 1985, shall be paid at the 1982 rates.

Commercials made or made and used on or after February 7, 1985, but prior to March 21, 1988, shall be paid at the 1985 rates.

Commercials made or made and used on or after March 21, 1988, but prior to February 7, 1991, shall be paid at the 1988 rates.

Commercials made or made and used on or after February 7, 1991, but prior to February 7, 1994, shall be paid at the 1991 rates.

Commercials made or made and used on or after February 7, 1994, but prior to April 1, 1997, shall be paid at the 1994 rates.

Commercials made or made and used on or after April 1, 1997, but prior to May 1, 2000, shall be paid at the 1997 rates.

Commercials made or made and used on or after October 30, 2000, but prior to October 29, 2003, shall be paid at the 2000 rates.

Commercials made or made and used on or after October 30, 2003, but prior to October 29, 2006, shall be paid at the 2003 rates.

Commercials made or made and used on or after October 30, 2006, but prior to March 31, 2009, shall be paid at the 2006 rates.

I. All periods of use are consecutive weeks, commencing with the day of first use, but such periods of use need not be contiguous.

J. Unit Weighting

The following units are assigned for the term of this Agreement for all cities and Radio market areas other than New York, Chicago and Los Angeles, which are specially treated in Paragraphs 9. A. and B.

1. The following cities and Radio market areas are weighted as follows for the term of this Agreement:

<i>City</i>	<i>Unit Weight</i>
Atlanta, GA	6
Austin, TX	2
Baltimore, MD	3
Boston, MA	6
Charlotte, NC	3
Cincinnati, OH	2
Cleveland, OH	4
Columbus, OH	2
Dallas-Ft. Worth, TX	7
Denver, CO	4
Detroit, MI	5
Grand Rapids-Kalamazoo-Battle Creek, MI	2
Greenville-Spartanburg-Ashville-Anderson, SC	2
Hartford-New Haven, CT	2
Houston, TX	6
Indianapolis, IN	3
Kansas City, MO	2
Las Vegas, NV	2
Mexico/Mexico City	49
Miami, FL	4
Milwaukee, WI	2
Minneapolis-St. Paul, MN	4
Montreal, QC	5
Nashville, TN	2
Norfolk-Portsmouth-Newport News, RI	2
Oklahoma City, OK	2
Orlando-Daytona Beach, FL	4
Philadelphia, PA	8
Phoenix, AZ	5
Pittsburgh, PA	3
Portland, OR	3
Puerto Rico	3
Raleigh-Durham, NC	3
Sacramento-Stockton, CA	3
St. Louis, MO	3
Salt Lake City, UT	2
San Antonio, TX	2
San Diego, CA	3
San Francisco, CA	7
Seattle-Tacoma, WA	5
Tampa-St. Petersburg, FL	5
Toronto, ONT	8
Vancouver, BC	3
Washington, DC	6
West Palm Beach-Ft. Pierce, FL	2
All other cities are assigned	1 unit each

The foregoing assignment of unit weighting is based on current statistical and other data provided by Producers and SAG-AFTRA. The parties contemplate that such assignment of unit weighting will be reviewed upon the expiration of the term hereof and appropriate revisions made therein for the new Agreement on the basis of then current statistical and other relevant data.

9. WILD SPOTS - 13-WEEK USE RATES

A. ACTORS, ANNOUNCERS, SOLOS, DUOS

1. Lineup of cities not including New York, Chicago or Los Angeles:

1 unit	\$298.10
2-25 Units, add per unit	4.39
26 and each unit thereafter, add per unit	3.30

2. Lineup of cities including one or more "major" city:

New York City alone	\$446.35
Chicago or Los Angeles alone	404.83
Any 2 of the above alone	544.42
All 3 of the above alone	687.90
Additional units, add per unit	3.30

B. GROUP SINGERS

1. Lineup of cities not including New York, Chicago or Los Angeles:

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
1 unit	\$219.62	\$194.37	\$172.38
2-25 units, add per unit	2.28	1.95	1.72
26-60 units, add per unit	1.95	1.50	1.50
61 and each unit thereafter, add per unit	1.10	0.95	0.95

2. Lineup of cities including one or more "major" city:

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Any 1 Major Alone	\$242.73	\$215.50	\$191.26
1-35 Units, add per unit	1.95	1.64	1.56
36 and each unit thereafter, add per unit	1.10	0.95	0.95

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Any 2 Majors Alone	\$289.92	\$222.40	\$197.90
1-60 Units, add per unit	1.64	1.64	1.56
61 and each unit thereafter, add per unit	1.10	0.95	0.95

	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Any 3 Majors Alone	\$322.98	\$249.90	\$222.40
1-60 Units, add per unit	1.64	1.64	1.56
61 and each unit thereafter, add per unit	1.10	0.95	0.95

10. WILD SPOTS - 8 WEEK USE RATES

A. Base fee (i.e. 1 unit, no "majors") is the same as the 13-week rate:

Actors, Announcers, Solos, Duos	\$298.10
Group Singers:	
3-5	219.62
6-8	194.37
9 or more	172.38

B. Fees for use categories beyond the base fees above are percentages of the appropriate 13-week cost, as follows:

Actors, Announcers, Solos, Duos	80% of 13-week use fee
Group Singers - All	95% of 13-week use fee

11. EXAMPLES OF WILD SPOT RATE COMPUTATIONS

NOTE: 13-week cycles may be calculated by counting 13 weeks or 3 months less 1 day.

- A. Announcer records commercial on 5/3/16; it is aired in 7 1-unit cities for a 13-week period 5/20/16- 8/19/16

Session Fee payment to Announcer (includes 1 unit)	\$298.10
Cost for 6 additional units @ \$4.39	<u>\$26.34</u>
Total due Announcer	\$324.44

NOTE: The rate of \$324.44 may also be found in Table A-13.

- B. Announcer records commercial on 5/3/16; it is aired in 7 1-unit cities for an 8-week period 5/14/16- 7/8/16.

Session Fee payment to Announcer (includes 1 unit)	\$298.10
Cost for 6 additional units @ \$3.51	<u>\$ 21.06</u>
Total due Announcer	\$319.16

NOTE: The rate of \$319.16 may also be found in Table A-8.

- C. Announcer records commercial on 5/3/16; it is aired in New York, Philadelphia, Washington, DC, Pittsburgh and 21 1-unit cities for a 13-week period 5/20/16-8/19/16.

Session Fee payment to Announcer (includes 1 unit)		\$298.10
Cost for use:		
New York		\$446.35
Philadelphia	8 units	
Washington, D.C.	6 units	
Pittsburgh	3 units	
Other cities	<u>21 units</u>	
	38 units @ \$3.30	<u>\$125.40</u>
		<u>\$571.75</u>
Total due Announcer over Session Fee		\$273.65

NOTE: The rate of \$571.75 may also be found in Table B-13.

- D. Assume same example as C above except commercial is aired for a 13-week period 9/3/16-12/2/16. Announcer would be entitled to full payment of \$571.75, the Session Fee not being creditable since use commenced later than 13 weeks from the date of the Session.

- E. Announcer records commercial on 5/3/16. It is aired in New York, Chicago, Los Angeles, all 45 specifically weighted cities plus 135 1-unit cities for a 13-week period 5/20/16-8/19/16. Also, during the same 13-week period, it is used on a network basis.

Session Fee payment to Announcer (includes 1 unit)		\$298.10
Cost for Wild Spot use:		
New York, Chicago, Los Angeles		\$687.90
45 weighted cities	211 units	
135 one-unit cities	<u>135 units</u>	
	346 units @\$3.30	<u>\$1,141.80</u>
Total due Announcer over Session Fee for Wild Spot use		\$1,829.70
Due Announcer for Network use (see Section 13)		<u>\$1,617.73</u>
Grand Total due Announcer		\$3,149.33

NOTE: The Wild Spot rate of \$1,829.70 may also be found in Table E-13, by taking the rate of \$1,182.90 for 150 units, adding \$3.30 for each of the 196 additional units.

- F. Assume same example as E. above except that commercial is used only on network during the 13-week period.

Network fee (see Section 13)	\$1,617.73
Less Session Fee previously paid	<u>-\$298.10</u>
Total due Announcer over Session Fee	\$1,319.63

- G. Announcer records commercial on 5/3/16. Only one commercial is recorded and the Session takes three (3) hours. Announcer is paid \$596.20 (\$298.10 for one commercial / one 90-minute session). Commercial is aired as Wild Spot in Los Angeles only, for a 13-week period 5/20/16-8/19/16

Cost for use: Los Angeles	\$404.83
Less Session Fee (maximum 1 commercial credit)	<u>-\$298.10</u>

Total due Announcer over Session Fee (due by
6/13/16, *i.e.*, 15 working days from 5/20/16) \$106.73
NOTE: The rate of \$404.83 may also be found in Table B-13.

12. DEALER COMMERCIALS

- A. A dealer commercial is one made for a designated manufacturer or distributor for delivery to and use by its local dealers on local non-interconnected stations for which the dealer contracts for station time and is limited to use as a Wild Spot or Local Program commercial. Except as otherwise expressly provided in this Section 12, such commercials are governed by all of the terms and conditions of this Agreement.
- B. When a Performer is engaged to record a dealer commercial he or she shall be paid the applicable Session Fee pursuant to Section 6 hereof and payment shall be made in accordance with the provisions set forth in Section 1 (Payment) hereof. A dealer commercial shall be presumed to have been delivered and/or played by dealers on the 61st day following the recording session unless within 60 days of the session a notice to the contrary has been filed with the appropriate SAG-AFTRA office. The payment shall be the difference between the applicable Session Fee and the amount set forth below, which shall constitute the minimum use compensation as a dealer commercial for the period indicated, and payment shall be made no later than 15 working days after delivery to any dealer, except that the foregoing additional payment shall not be required because of inadvertent failure to give the notice.
- C. When engaged for dealer commercials, Performers shall be advised in writing as follows: "This commercial is presently intended for dealer use only. However, such intent shall not preclude use of this commercial in other categories at the applicable rates."

D. Rates

- 1. Rates for a 6-month period of use only, except that dealer commercials may be renewed for additional periods of 6-months by again making the applicable payments specified herein as follows:

Actor, Announcer	\$806.19
Solo, Duo	\$639.54
Group Singers: 3-5	\$416.93
6-8	\$333.63
9 or more	\$208.54
Sound Effects Performers	\$255.36

- 2. Rates for an 8-week period of use only, except that dealer commercials may be renewed for additional periods of 8 weeks by again making the applicable payments specified herein as follows:

Actor, Announcer	\$403.07
Solo, Duo	\$319.77
Group Singers: 3-5	\$208.49
6-8	\$166.81
9 or more	\$104.27
Sound Effects Performers	\$242.30

- E. Advertising agencies signatory hereto or to Letters of Adherence, who produce or acquire dealer commercials produced under this Agreement, shall remain liable in all respects under this Agreement as long as such commercial continues to be used as a commercial. At the time of the delivery of a commercial to a dealer, the manufacturer or distributor shall notify such dealer in writing (and deliver a copy to SAG-AFTRA countersigned by the dealer) substantially as follows:

"This commercial has been produced under the provisions of the **2016 SAG-AFTRA Audio Commercials Contract** and its use is governed thereby. Accordingly, the dealer is granted a limited license only to use this commercial as a Local Program or Wild Spot commercial on local non-interconnected stations until _____(date). Upon that date, under our present arrangements, all rights to use this commercial expire."

- F. The provisions of this Section 12 shall likewise apply to commercials produced under this Agreement for a manufacturer or distributor to be delivered to dealer associations, except that, in such case, the Producer,

manufacturer or distributor shall continue to be responsible in all respects as provided in this Agreement.

- G. Notwithstanding anything to the contrary herein, a commercial broadcast in a given market and paid for as a Wild Spot by the manufacturer or distributor does not require additional payment as a "dealer use" if the commercial is broadcast in the same market within the Wild Spot cycle in a time period purchased by a local dealer in the market.

13. NETWORK PROGRAM COMMERCIALS

- A. The Producer shall have the right to elect any one of the methods of use described in this Section 13. Once such election has been made, Producer may not subsequently "extend" one type of use into a type of use which is longer in duration by paying the difference in rates. However, the use may be continued for additional periods of time by paying the Performer the applicable fee for each such renewal cycle chosen.
- B. For purposes of this Section 13, a "week" shall be considered seven consecutive calendar days, including and commencing with the 1st day on which the commercial is broadcast, and ending on the conclusion of network operations on the 7th consecutive day from the 1st use.
- C. **Rates and Restrictions Applicable to Network Program Commercials.** This Section 13 is restricted to commercials of not more than 1½ minutes in length. The rate is for one single commercial for the product or products of one sponsor only. Product or products of additional sponsors in the same commercial requires full additional payment for each additional sponsor. Any change or variation in the commercial requires full additional payment for each commercial containing any such change or variation except as specifically otherwise provided in Section 13.F.7 below, and except as provided for Performers in Section 24 (Editing and Dubbing).
- D. It is understood and agreed that recorded commercials utilizing the services of an announcer alone are not intended to be used as a device to displace program announcers.
- E. **This Agreement Not Applicable to Program Commercials in Excess of 1½ Minutes.** The rates, terms and conditions of the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting apply to all recorded program commercials of more than 1½ minutes in length.
- F. All compensation paid to performers for covered services hereunder grants Producer the right to simultaneously stream or otherwise transmit commercials on the Internet and New Media. The foregoing applies to simultaneous streaming, simultaneous cellular transmission and any other means of simultaneous transmission that currently exists or may hereafter be developed. This provision will sunset on March 31, 2019. The rates set forth below shall be applicable to network program commercials:

1. Single network uses:

At the applicable rate provided in the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting.

2. 1-week's use:

Fee per person per commercial:	Actors, Announcers, Solos, Duos,	\$504.45
	Group Singers	378.57

3. 4-weeks' use:

Fee per person per commercial:	Actors, Announcers, Solos, Duos	\$818.39
	Group Singers:	
	3-5	629.37
	6-8	562.77
	9 or more	514.14

4. 8-weeks' use:

Fee per person per commercial:	Actors, Announcers, Solos, Duos	\$1,303.63
	Group Singers:	
	3-5	1,003.02
	6-8	896.02
	9 or more	803.04

5. 13-weeks' use:

Fee per person per commercial:	Actors, Announcers, Solos, Duos	\$1,617.73
	Group Singers:	
	3-5	1,244.25
	6-8	1,112.53
	9 or more	1,019.23

The above rates permit unlimited use on any network programs on any and all radio networks, for one

commercial for a single sponsor, during the use period specified.

6. 13-weeks' limited use:

<i>Number of Uses</i>		<i>Fee per person per commercial</i>
26	Actors, Announcers, Solos, Duos	\$808.92
	Group Singers:	
	3-5	621.99
	6-8	556.19
	9 or more	508.25
39	Actors, Announcers, Solos, Duos	\$1,218.20
	Group Singers:	
	3-5	852.95
	6-8	761.41
	9 or more	691.70

The above rates permit uses on any network programs on any and all radio networks, for one commercial for a single sponsor.

7. Thirteen (13) weeks' use on across-the-board programs:

Fee per person per commercial:	Actors, Announcers, Solos, Duos	\$1,693.97
	Group Singers:	
	3-5	1,302.67
	6-8	1,164.96
	9 or more	1,067.27

The above rates permit unlimited uses on any network 5-times-a-week across-the-board program or programs on any and all radio networks, for 1 commercial for a single sponsor.

In this classification only, a single additional variation of one commercial may be made for the same product or products by the same cast at the same recording session; provided that on said 5-times-a-week across-the-board program or programs these two variations may only be used during a 13-week period covered by the applicable payment set forth above. It is understood, however, that one of said variations may be used during such 13-week period on behalf of the same sponsor and the same product or products on any network programs, whether or not they are 5-times-a-week across-the-board programs. One of said variations may be so used on programs other than strip shows only if the call or contract specifies in writing that the said two variations will be used on strip shows (and said variations are so used).

14. REGIONAL NETWORK PROGRAM COMMERCIALS

- A. The Producer shall have the right under this Section 14 to use a commercial for a 13-week period commencing with the day of first use.
- B. **Rates and Restrictions Applicable to Regional Network Program Commercials.** This Section 14 is restricted to commercials of not more than 1½ minutes in length on recognized or presently established regional radio networks, which shall be deemed to include special regional sports networks created for the purpose of carrying a series of sports events solely in a specific geographical area. The rate is for one single commercial for the product or products of one sponsor only. Product or products of additional sponsors in the same commercial require full additional payment for each additional sponsor. Any change or variation in the commercial requires full additional payment for each commercial containing any such change or variation, except as provided for Performers in Section 24. (Editing and Dubbing).
- C. It is understood and agreed that recorded commercials utilizing the services of an announcer alone are not intended to be used as a device to displace program announcers.
- D. **This Agreement Not Applicable to Program Commercials in Excess of 1½ Minutes.** The rates, terms and conditions of the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting apply to all recorded program commercials of more than 1½ minutes in length.
- E. The rates set forth below shall be applicable to regional network program commercials:

Single regional network uses: At the rate provided in the applicable SAG-AFTRA regional code if any; otherwise at the applicable rate provided in the AFTRA National Code of Fair Practice for Commercial Radio Broadcasting.

13-weeks' use:

Fee per Performer per commercial: Actors, Announcers, Solos, Duos	\$976.21
Singing Groups:	
- in cities including 1, 2 or all of the 3 Major Cities: 3-5	\$976.21
6-8	878.63
9 or more	790.20
- in cities excluding the 3 Major Cities:	457.59

The above rates permit unlimited uses on any network programs on a regional radio network to which this Section 14 applies, for one commercial for a single sponsor, during the 13-week use period specified.

15. LOCAL PROGRAM USES

A minimum fee of \$324.00 is payable to all Performers regardless of employment category for commercials recorded specifically for local program use. However this fee may be credited toward fees payable for Wild Spot use in the same cities during the same cycle. If Wild Spot fees paid are in excess of \$324.00, no additional moneys are due Performers for local program use during the same time period. Any commercial used on a local program on any single station, which program is singly or multiply sponsored shall be deemed a Local Program Spot. *NOTE: In those markets in which the Wild Spot fee exceeds this Local Program fee, the Wild Spot fee shall be paid instead.*

16. INTERNET

A. Internet Use of Commercials Made for Initial Use on either Radio or New Media (“Move Overs”)

1. Producer shall have the right to use a commercial made initially for Radio or New Media on the Internet unless, at the time of engagement, the Performer withholds consent by checking the box provided for this purpose on the front of the Standard Employment Contract.
2. In addition to the rights and obligations set forth in this Section 16.A and Section 24 Editing and Dubbing, if the Producer wishes to obtain extended or unlimited editing rights for Internet use, then the Producer shall bargain freely with Performer and shall pay Performer compensation in such amount as shall be agreed by direct bargaining with the Performer or the Performer’s agent.

Neither SAG-AFTRA nor the Producers will promulgate minimum rates for extended or unlimited editing rights for the Internet.

3. Cycles of Internet Use

Producer may use the commercial on the Internet for 4-week cycles of use, 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 16.A.4. Such Internet cycles of use need not be consecutive.

If the MPU has expired and has not been renewed, Producer shall have no further right to Internet use unless each Performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided in Section 16.A.4.

4. Compensation

- a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.
- b) 8-Week Cycle of Use – not less than 150% of the applicable session fee.
- c) 1-Year Cycle of Use – not less than 400% of the applicable session fee.

5. Time of Payment

All compensation shall be paid within 15 working days after the commencement of each period of permitted Internet use.

6. Session fees may not be credited against any compensation payable for Internet use.

B. Commercials Made for Initial Use on the Internet (“Made Fors”)

1. Compensation

Performers shall be compensated at not less than the minimum rates for session set forth in Section 6 and at not less than the minimum use fee set forth below. Session fee may be credited for Internet use if such use occurs within 13 weeks of the initial session date.

- a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.
- b) 8-Week Cycle of Use – not less than 133% of the applicable session fee.
- c) 1-Year Cycle of Use – not less than 350% of the applicable session fee.

- 2. Producer may use the commercial on the Internet for 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 16.B.1. Such Internet cycles of use need not be consecutive.

If the MPU has expired and has not been renewed, Producer shall have no further right to Internet use unless each Performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided in Section 16.B.1.

- 3. Producer shall make contributions to the SAG-AFTRA Health Fund and AFTRA Retirement Fund on all compensation paid to Performer in accordance with the provisions of Section 65 of the Agreement.
 - 4. Producer shall make no use of an Internet commercial in any other medium unless Producer bargains for the right to such other use at no less than the rates provided in the collective bargaining agreement applicable to such other use. For broadcast or New Media use of an Internet commercial, Producer shall pay each Performer, not less than the difference, if any, between the amount previously paid for Internet use and the amount which would have been payable for use of a broadcast or New Media commercial on the Internet as provided in Section 16.A.4 above.
 - 5. In order to provide for fair negotiation for the editing of commercials produced under this Section 16.B, Producer shall make every effort to fully inform Performers at the time of audition and hire, of the anticipated number of commercials, and the anticipated use, *e.g.*, websites, etc.
 - 6. The Performer’s Standard Employment Contract shall note the number of commercials produced.
 - 7. In addition to the rights and obligations set forth in this Section 16.B. (Commercials Made for Initial Use on the Internet) and Section 24 (Editing and Dubbing), if the Producer wishes to obtain extended or unlimited editing rights for Internet use, then the Producer shall bargain freely with the Performer and shall pay the Performer compensation in such amount as shall be agreed by direct bargaining with the Performer or the Performer’s agent.
 - 8. The maximum period of use for commercials produced under this Section 16.B. shall be 21 months commencing with the date of first service.
- C. The Union and the JPC will pilot test alternative methodologies for calculating use fees due to principal performers appearing in commercials exhibited on Internet and/or New Media platforms. The bargaining parties will use good faith efforts to begin the pilot test project within 90 days of the conclusion of negotiations with the goal of completing the pilot test project not later than August 1, 2018. The JPC and the Union shall each recommend to their respective trustees that the AICF and IACF approve funding for the pilot test.

17. NEW MEDIA

A. New Media Use of Commercials Made for Initial Use on either Radio or the Internet (“Move Overs”)

- 1. Producer shall have the right to use a commercial made initially for either Radio or the Internet on New Media unless, at the time of engagement, the performer withholds consent by checking the box provided for this purpose on the front of the Standard Employment Contract.
- 2. In addition to the rights and obligations set forth in this Section 17.A and Section 24 Editing and Dubbing, if the Producer wishes to obtain extended or unlimited editing rights for New Media use, then the Producer shall bargain freely with performer and shall pay performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer’s agent.

Neither SAG-AFTRA nor the Producers will promulgate minimum rates for extended or unlimited editing rights for New Media.

3. Cycles of New Media Use

Producer may use the commercial on New Media for 4-week cycles of use, 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 17.A.4. Such New Media cycles of use need not be consecutive.

If the MPU has expired and has not been renewed, Producer shall have no further right to New Media use unless each Performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided in Section 17.A.4.

4. Compensation

- a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.
- b) 8-Week Cycle of Use – not less than 150% of the applicable session fee.
- c) 1-Year Cycle of Use – not less than 400% of the applicable session fee.

5. Time of Payment

All compensation shall be paid within 15 working days after the commencement of each period of permitted Internet use.

6. Session fees may not be credited against any compensation payable for New Media use.

B. Commercials Made for Initial Use in New Media (“Made Fors”)

1. Compensation:

Performers shall be compensated at not less than the minimum rates for session as set forth in Section 6, and at not less than the minimum use rates as set forth below. Session fee may be credited for New Media use if such use occurs within 13 weeks of the initial session date.

- a) 4-Week Cycle of Use – not less than 125% of the applicable session fee.
- b) 8-Week Cycle of Use – not less than 133% of the applicable session fee.
- c) 1-Year Cycle of Use – not less than 350% of the applicable session fee.

2. Producer may use the commercial on New Media for 8-week cycles of use or 1-year cycles of use, in any combination, until the expiration of the Maximum Period of Use (“MPU”) for the same rates set forth in Section 17.B.1. Such New Media cycles of use need not be consecutive.

If the MPU has expired and has not been renewed, Producer shall have no further right to New Media use unless each Performer in the commercial consents to such use after separate bargaining for compensation at rates no less than those provided in Section 17.B.1.

3. The Producer shall make contributions to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund on all compensation paid to Performers in accordance with the provisions of Section 65 of the Agreement.

4. In order to provide for fair negotiation for the use of commercials produced under this Section 17, Producer shall make every effort to fully inform Performers at the time of audition and hire of the anticipated number of commercials, and the anticipated use, e.g., mobisodes, cell phones, etc.

The Performer’s Standard Employment Contract shall note the number of commercials produced.

5. In addition to the rights and obligations set forth in this Section 17.A. Commercials Made for Initial Use in New Media and Section 24 Editing and Dubbing, if Producer wishes to obtain extended or unlimited editing rights for New Media use, then Producer shall bargain freely with the performer and shall pay

the performer compensation in such amount as shall be agreed by direct bargaining with the performer or the performer's agent.

Neither SAG-AFTRA nor the Producers will promulgate minimum rates for extended or unlimited editing rights for New Media.

6. Producer shall make no use of a New Media commercial on Radio or in any other medium unless Producer bargains for the right to such other use at no less than the rates provided in the collective bargaining agreement applicable to such other use. In the event of Radio or Internet use of a New Media commercial, Producer shall also pay each Performer, for New Media use, not less than the difference, if any, between the amount previously paid for New Media use and the amount which would have been payable for use of a radio commercial in New Media as provided in Section 17.A.4., above.
 7. The maximum period of use for commercials produced under this Section 17.B shall be 21 months commencing with the date of first service.
- C. The Union and the JPC will pilot test alternative methodologies for calculating use fees due to principal performers appearing in commercials exhibited on Internet and/or New Media platforms. The bargaining parties will use good faith efforts to begin the pilot test project within 90 days of the conclusion of negotiations with the goal of completing the pilot test project not later than August 1, 2018. The JPC and the Union shall each recommend to their respective trustees that the AICF and IACF approve funding for the pilot test.

18. SINGLE MARKET COMMERCIALS

For a commercial played in a single market, the parties may from time-to-time negotiate special rates where none may now exist. Performer (including Singers) must be so advised at time of engagement and prior to traveling if the commercial is intended to be a single market commercial. Accordingly, for commercials made for local clients and intended for local use only, the following shall apply:

- A. The market area served by the radio station(s) used shall not include a weighted city.
- B. The original Producer retains responsibility for the payment of these fees, and these rates may not be used where such rates would amount to less than the local SAG-AFTRA made-in, played-in rate.
- C. The following shall apply to Actors/Announcers only:
 1. **Session (60 minutes):** \$205.44 per commercial (covers first 13-week cycle)
 2. **Use:** \$205.44 per commercial for each additional 13-week cycle.The above rates are for 13 weeks of unlimited use as a Wild Spot, and these fees may not be credited against additional moneys which may become due as a result of expanded usage.
3. **One year prepaid use:** \$616.43 if paid within 15 working days after the date of recording, shall entitle the Producer to use the commercial for 12 consecutive months.

D. The following shall apply to Singers only:

For each commercial that Singers record during a 90-minute session, the original Producer may, upon notification to SAG-AFTRA, produce 5 complete commercials (as defined in this Agreement) using that original music track under the following conditions:

1. Commercials shall appear in only one market area and all for the same advertiser.
2. The permitted period of use is one year (52 weeks).
3. Rates for the 5 complete commercials are:

Solo/Duo		\$821.92
Groups:	3-5	638.90
	6-8	545.06
	9 or more	470.10

4. If more than 5 commercials are desired, the Producer may pay for additional commercials in groups of five under the rates in Section 18.D.3 above.

5. After the 1st year, the advertiser may continue to use the commercials as specified by paying the following rates for each additional period of 26 weeks' use:

Solo/Duo		\$339.73
Groups:	3-5	263.27
	6-8	220.90
	9 or more	186.82

NOTE: This special single-market rate does not require that the commercial(s) in question be produced in the single market in which use is intended; production may take place anywhere.

19. DEMOS - COPY TESTS - NON-AIR COMMERCIALS

- A. Performers employed in commercials to be used as demos or for copy tests (*i.e.*, non-air commercials) shall be employed on the basis of a recording session, as follows:

1. **Actor, Announcer:** 1 Hour Session \$205.44 per commercial

Commercials recorded during one hour in excess of 1 commercial shall require additional payments of \$205.44 for each such additional commercial. When only one commercial is recorded, and the session exceeds one hour, excess time may be computed in ¼-hour units (*i.e.*, \$51.36 per ¼-hour). The same ¼-hour computation may be used if 2 commercials are recorded in more than 2 hours; three commercials in more than 3 hours, etc.

2. **Singers:**

a. Solos and Duos:

- 1) 2 hour recording session.
- 2) Fee of \$207.31 per person with a maximum of 4 commercials recorded during the session.
- 3) A fee of \$51.84 for each additional ½-hour or additional commercial, whichever is greater.
- 4) Unlimited multiple tracking will be allowed at this rate.
- 5) Each sweetening track shall constitute a separate commercial.
- 6) All multiple tracking and sweetening must be noted on the SAG-AFTRA Member Report (*see Exhibit E, Page 98*).

b. Groups of 3 or More:

- 1) 2 hour recording session.
- 2) Fee of \$135.52 per person with a maximum of 4 commercials recorded during the session.
- 3) A fee of \$33.87 for each additional ½-hour or additional commercial, whichever is greater.
- 4) Unlimited multiple tracking will be allowed at this rate.
- 5) Each sweetening track shall not constitute a separate commercial.
- 6) All multiple tracking and sweetening must be noted on the SAG-AFTRA Member Report (*see Exhibit E, Page 98*).

- B. In the event that the demo or copy test is accepted by the Producer an effort will be made to give preference in engaging the singers on the original demo or copy test for the final commercial.
- C. No payment made under this paragraph shall be credited against any subsequent use fees in any category. Producer agrees to notify SAG-AFTRA in advance of each session and, upon the request of SAG-AFTRA, to post a satisfactory cash or security bond out of which SAG-AFTRA may apply fees which become due for the use of any such demo or copy test recording. Prior to making use of a commercial, the Producer shall notify SAG-AFTRA. SAG-AFTRA shall have the right to disapprove of such use, but only on the ground that the Producer violated this Agreement in the making of said commercial and the Producer shall be advised of the reason for disapproval.
- D. In the event a signatory Producer contracts or otherwise engages an independent contractor to provide non-air commercials, upon written request from SAG-AFTRA, the Producer shall so notify SAG-AFTRA. Producer shall report the name of such contractor, the number of commercials, copy tests and client demos to be recorded and other pertinent data to enable SAG-AFTRA to administer the wages and working conditions of this Agreement.

20. LOCAL RETAIL ADVERTISING

- A. For the payment of three times (3x) the appropriate scale fee to Singers, and 2x the appropriate scale fee to Singers for subsequent cycles beyond the 1st cycle, a Producer may have the right to make unlimited changes in announcer copy, including over music track.
- B. Commercials may be used in more than one market.
- C. Only one version of the commercial may be broadcast at the same time.
- D. Each edit of a commercial will constitute a separate version.
- E. The provisions of this Section 20 are applicable to 8- and 13-week cycles.

21. FOREIGN USE

When any commercial is made available for use in foreign distribution, the Performer shall be paid the following sums:

Actors, Announcers, Solos, Duos		\$591.44
Group Singers:	3-5	343.04
	6-8	236.58
	9 or more	189.18

Such payment shall entitle Producer to foreign use for a period of 18 months only, with additional payments for each 18-month period, if continued use of the commercial is made. Session fees may not be credited against compensation paid pursuant to this Section 21 for commercials produced solely for foreign use.

22. CONTRACTOR FOR GROUP SINGERS

For every singing group of 3 or more, there shall be a contractor who shall perform any service commonly associated with the services of a contractor or leader such as, but not limited to, contacting Singers, prerehearsal, coaching or conducting Singers, rearranging or correcting vocal parts, arranging auditions or rehearsals or other similar or supervisory duties and who shall be appointed before the session. The contractor shall be a member of such group except in those cases where the sex of the group precludes the utilization of the contractor's singing services. The contractor shall be present at all times during the session, and all requests from the Producer relating to matters covered by this Agreement shall be made through the contractor. It shall be the contractor's responsibility to request a five-minute rest period during each session. The contractor shall also prepare and file with SAG-AFTRA, for all members of the group, Member Reports as required under Section 45.

Fees for contractors are as follows:	
When 3 to 8 singers are employed	\$102.35
When 9 or more singers are employed	\$163.71

Such fees shall be added to all other fees due for the session but shall not be credited against use fees nor shall use fees be payable on such fees nor shall any fees be payable to a contractor in the case of a previously recorded track used in subsequent commercials.

23. SOUND EFFECTS PERFORMERS - MINIMUM FEES AND WORKING CONDITIONS

- A. Performers employed to render sound effects in commercials shall be paid not less than the following sums:

Minimum fee for first hour:	\$229.25
Minimum fee for each additional hour of service beyond the 1 st hour:	152.85

This fee may be computed and paid in 1/2-hour segments (\$76.45 per 1/2-hour); fees beyond the 1st hour are payable if the Performer is called or used for more than the 1st hour.

- B. The hourly rate begins with the time of the Performer's call and runs continuously thereafter. In the event that more than 1 hour elapses between sessions, then the \$229.25 minimum shall be applicable for the first hour of the ensuing session. The Performer shall not be required at these minimum fees to furnish any equipment whatsoever. If the equipment is furnished by the Performer, Performer and Producer shall mutually agree on satisfactory compensation which must be in excess of the applicable minimum fee plus all costs involved in the furnishing of the equipment.
- C. The minimum fee provided herein shall be compensation for the recording session and for the initial 13-week

period of use of any commercial made in such recording session, regardless of the initial use classification, except that for dealer commercials, the minimum fee for the recording session and initial 26-week period of use shall be \$255.36.

- D. Use Fees:** Commercials used beyond the first 13-week period provided for above (or, in the case of dealer commercials, the first 26-week period), shall require payment to the Performer who has rendered sound effects not less than the following sums for each commercial, for each such additional 13-week period of use:

\$136.43 for each commercial used as a program commercial; or
as a Wild Spot and program commercial combined.
\$100.26 for each commercial used as a Wild Spot only.
\$210.90 for each commercial used as a dealer commercial (26-week period of use).
\$105.45 for each commercial used as a dealer commercial (8-week period of use).

- E. Recorded TV Commercials:** When the services of a Sound Effects Performer, other than a staff employee of a AFTRA Network Agreement signatory who is specifically excluded as provided for in this Agreement, are used in a commercial recorded pursuant to the provisions of this Agreement, the following shall apply:

Session Fee and any and all uses with each 13-week period of use shall be: \$439.45.

24. EDITING AND DUBBING

Except as provided in this Section 24, Producer agrees that it will make no mechanical reproduction from any source, and Producer further agrees not to make any re-recordings by any means whatsoever of previously recorded performances or part thereof. The following exceptions are specifically permitted under this Section 24:

- A.** Recordings used for processing or making duplicate tapes from masters.
- B.** Legal Changes. Recordings recorded to incorporate changes made in commercial announcements necessitated by legal requirements or recorded to incorporate changes made solely for broadcast continuity acceptance requirements. Recordings revised in accordance with this Section 24.B. shall be considered as the same commercial for purposes of use payments provided the original commercial is withdrawn and substitution of the revised commercial takes place during the cycle established by the original commercial. Recordings made in accordance with this Section 24.B. shall require payment of an additional Session Fee to any Performers rendering services to accommodate such change if such change is not recorded at the time of the original session.
- C.** Commercials re-recorded to make minor changes in the opening and/or closing to update information on product availability. These commercials may be used for the balance of any use period for which payment has already been made. Performers recording such changes at the time of the session for the original commercial shall be paid for each such re-recording as follows:

Actors/Announcers, and all other Performers: \$123.37 per re-recording.

Performers in the original commercial not involved in such re-recording shall not be entitled to any additional compensation, except as broadcast use so requires. Any Performer engaged for a session for the sole purpose of recording such changes shall be paid the applicable Session Fee for the first such change, and the rates specified above for each additional change. For the use of all such variations in any one cycle, all Performers shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle. SAG-AFTRA, upon request, shall be furnished copies of all scripts or copy to determine if script or continuity changes are involved rather than updating information on product availability.

- D.** Factual Changes. Commercials re-recorded to make copy changes necessitated by local geographical circumstances (limited to a local dealer's name, address, URL, QR Code, or similar Internet, mobile and digital media identifiers, or telephone number, pricing, or a local timetable). Such copy changes may be inserted in the body or beginning or end of the commercial; provided, however, that the commercial shall in all other respects remain the same. These commercials may be used for the balance of any use period for which payment has already been made. Performers recording such changes at the time of the session for the original commercial shall be paid for each such re-recording as follows:

Actors/Announcers, and all other Performers: \$123.37 per re-recording.

Performers in the original commercial not involved in such re-recording shall not be entitled to any additional compensation, except as broadcast use so requires. Any Performer engaged for a session for the sole purpose of recording such changes shall be paid the applicable Session Fee for the first such change, and the rates specified above for each additional change. For the use of all such variations in any one cycle, all Performers shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle. SAG-AFTRA, upon request, shall be furnished copies of all scripts or copy to determine if script or continuity changes are involved rather than the limited local changes specified herein.

E. Special Offers and Promotions.

1. A commercial for an advertiser may be changed to reflect different special offers and promotions, sales or giveaways, sweepstakes or sale events. Separate session fees shall be payable to Performers employed to render services in making such changes, but any different versions so created may be considered one commercial for the purpose of use fees.
2. The following shall apply:
 - a. Only one reference to any special offer or promotion may be made in the commercial, although such reference may appear in the beginning, or the body or the end of the commercial.
 - b. The reference to the special offer or promotion must be in the nature of a "tag" as that term is commonly used in the Industry.
 - c. The commercial must be produced by, and the media bought by, the advertiser.
 - d. Multiple variations may run in the same market at the same time.
 - e. Each commercial is subject to a 2-week promotional limitation.

F. Contact Information. Commercials re-recorded only to make copy changes to indicate local identifiable contact numbers (*e.g.*, 800 numbers, URLs, QR Codes, Internet, mobile or digital media identifiers). Such copy changes may be placed anywhere in the commercial, provided however, that the commercial shall in all other respects remain the same. These commercials may be used for the balance of the use period for which payment has already been made. Performers recording such changes at the time of the session for the original commercial shall be paid for each such re-recording as follows:

2-25:	\$123.37
26-50:	88.54
51+:	48.31

Performers in the original commercial not involved in such re-recording shall not be entitled to any additional compensation, except as broadcast use so requires. Any Performer engaged for a session for the sole purpose of recording such changes shall be paid the applicable session fee for the first such change, and the rates specified above for each additional change. For the use of all such variations in any one cycle, all Performers shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle. SAG-AFTRA, upon request, shall be furnished copies of all scripts or copy to determine if script or continuity changes are involved rather than the limited changes specified herein.

G. Variations in Commercials: Product or service commercials which are identical except that different brand names are used for the same product of the same sponsor shall be treated as a single commercial for use purposes so long as they are not broadcast in the same city. Any Performer who has rendered services in recording the track of such commercial shall be paid a separate session fee for each such additional variation, whether or not the Performer was required to render services for such additional variation. For the use of all such variations in any one cycle, each such Performer shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle.

25. AUDITIONS

- A. If at either a first or second call for an audition the Performer is required to remain for more than 1 hour from the time of call or arrival, whichever is later, the Performer shall be compensated for all time on said audition call in excess of 1 hour, in ½-hour units, at the rate of \$32.10 per unit or portion thereof.
- B. A 3rd call and each subsequent call for an audition shall be not less than 1 hour and the Performer shall be paid \$64.20 for each such call. For all time in excess of 1 hour, Performer shall be paid in ½-hour units, at

the rate of \$32.10 per unit or portion thereof.

- C. Producer, agents and production personnel shall be required to arrange that calls for school-age children on public school days for auditions, interviews, etc. shall be after 3:00 p.m., except for actual employment.
 - D. Under no conditions shall these auditions be used for broadcast purposes. Individual auditions shall be solely for the purpose of determining the competitive merits of Performers reading the same copy and shall not be utilized to audition copy or material. When a group of Performers desires to have an audition or submit an act, Producer agrees that it will not permit such audition without becoming liable for compensation unless the Performers present written consent from SAG-AFTRA for such purpose. In the event of such test without SAG-AFTRA's written consent, the Producer shall be liable for compensation for auditions as provided in this Agreement.
 - E. It shall be the responsibility of Producer to provide Audition Report Forms which must be properly completed and mailed to the nearest union office on the 1st and 15th of each month. It shall be Producer's responsibility to examine all Audition Report Forms before mailing, inasmuch as all overtime and call-back data shall be presumed correct unless Producer notes otherwise. (*See Exhibit D, page 97.*)
 - F. The Audition Report Form shall also provide for the following information:
 - 1. Intended use.
 - 2. A Declaration to be signed by an authorized representative of Producer stating "This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing or as a scratch track without payment of the minimum compensation provided for in the Commercials Contract and shall be used solely to determine the suitability of the Performer for a specific commercial."
 - 3. The name of the Performer who is hired, if known, at the time the Audition Report Form is filed pursuant to this Section 25.
 - 4. Whether the audition is for an on-camera or off-camera television commercial, or a radio commercial.
 - 5. The name of the responsible person or persons who may be contacted by the Union to ascertain the use made of the recorded audition material unless the Producer advises the Union in writing of the persons designated to handle all such inquiries.
- If the name of the Performer who is hired is not provided in the Audition Report Form which is filed pursuant to this Section 25.F., the Union may, within 60 days after the filing of the Audition Report Form and by reference to specific Audition Report Form(s), request information (a) as to whether a Performer was hired and his/her name; and (b) to verify compliance with the Declaration referred to in Section 25.F.2. above. Such information shall be provided within 60 days of the request by the Union. The Union may at any time make inquiries regarding compliance with equal employment obligations.
- G. In the event of consistent and repeated failure to comply with the foregoing, after written notice from the Union, liquidated damages in the amount of \$150.00 shall be payable to the Union. Failure to mail Audition Report Forms on any due date is a breach.

26. CREATIVE SESSION CALLS

The session shall be deemed a creative session call when principal performer is required to devise action or provide dialogue not suggested by a script, storyboard or by specific direction. The Performer shall be paid for such services as follows:

- A. Where the Performer is not required on such call to perform services in the production of a commercial or commercials, the Performer shall be paid a minimum fee of \$266.91 which shall be deemed compensation for 1 hour. For all time spent in excess of one hour, the Performer shall be paid in ½-hour units, at the rate of \$133.48 per unit.
- B. Where the Performer is required on such call to perform services in the production of a commercial or commercials, the Performer shall be paid, in addition to the session fee, an additional 50% of such session fee for each commercial in connection with which the Performer renders such creative services, and such additional fee or fees may not be credited.
- C. The requested translation of a script into another language by a Performer will be considered an improvisational performance and will be paid no less than the applicable compensation set out in Section 26.A. or 26.B, above.

27. ENGAGEMENTS

- A.** The Performer shall be notified at the time of call of the part to be played, date, time, and place of recording, and the amount of time contracted for and type of announcement to be recorded. The call must state the number and length of announcements and the estimated time required for recording. In any case, when a Performer has a *bona fide* engagement which may conflict with the recording session, beyond the time of his call, Producer agrees that if the Performer is advised of such conflict at the time of the call, the Performer's attendance at such conflict shall not be considered a breach of contract and agrees to pay Performer according to the Performer's contracted call notwithstanding such conflict. No Performer employed at minimum scale rate shall be requested to divulge any information on exclusivity. All Performers or their representatives will be informed at the time of the audition or interview, if any, and at the time of hiring, of the intended initial class and scope of use of the commercial. In the case of a demo or copy test (*i.e.*, non-air commercial), Producer must advise the Performer of such anticipated use at the time of auditions as well as engagement. Any performer who is placed on "hold" shall be considered engaged.
- B.** With respect to any aspect of the creation or production of a music track, any individual who does not render services covered by this Agreement shall not be entitled to any of the benefits provided for herein including without limitation, those referred to in Section 65, SAG-AFTRA Health Fund and AFTRA Retirement Fund.

28. SATURDAY AND SUNDAY WORK

For work on Saturdays and Sundays, a Performer whose rate is 2x the session fee per commercial per day or less, shall receive double the amount the Performer would receive for a weekday; and a Performer whose rate is more than 2x the session fee per commercial per day shall receive 1½x what the Performer would receive for a weekday.

29. HOLIDAY WORK

If a Performer works on any of the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, July Fourth, Labor Day, Veterans Day, Thanksgiving Day or Christmas Day, such Performer shall receive double what he or she would receive for a weekday. Whenever any of said holidays falls on a Sunday, such holiday, for all purposes herein, shall be deemed to fall on the Monday next succeeding.

30. CANCELLED OR POSTPONED SESSIONS

- A.** Where the session is cancelled, the Performer shall, nevertheless, be paid in full for all contracted time or contracted commercials, whichever is greater, as specified in this Agreement. In the event any individual Performer's session is cancelled, Producer agrees, nevertheless, to pay the Performer in full for all contracted time or contracted commercials, whichever is greater, as specified in this Agreement, except where cancellation is for gross insubordination, or misconduct, and SAG-AFTRA consents to such dismissal without payment. Producer agrees that after the engagement is made, the risk of the Performer's incompetence is assumed by the Producer.
- B.** If a postponed session involves a change in the call of the Performer to another day, it shall be treated as a cancelled session. In the event that such call for postponement conflicts with the Performer's prior commitments, the original engagement shall be considered as a cancelled session for which the Performer shall be paid.

31. DOUBLING

- A.** There shall be no doubling of any sort without additional compensation equivalent to full applicable session fee and use fees as may be required.
- B.** In the case of a jingle only, when a Singer in the jingle speaks, instead of sings, a very few words in connection with the jingle itself, the Singer may be paid the highest applicable fee for such performance. SAG-AFTRA upon request shall be furnished copies of all continuity containing this type of performance to determine whether or not the full additional applicable fee should be paid to the Singer.
- C.** With respect to any given commercial, any Singer who performs as a member of a group of 3 or more Singers on 1 track of a multi-track recording and as a solo or duo on a separate track shall be paid the full applicable fee for each such track.

32. SINGERS

A. Multiple Tracking and Sweetening

1. Definitions

- a. *Multiple Tracking ("Multi-Tracking")*: Re-recording over the original track or adding additional track, electronically or mechanically, containing the same material as recorded on the original track.
- b. *Sweetening*: The addition of a new or variant track over the original track.

2. Rates

	<u>Multiple Tracking</u>	<u>Sweetening</u>
Solo & Duo	A 50% additional fee for unlimited multi-tracking.	A 100% additional fee for each additional track.
Group of 3 or more	A 50% additional fee for any multi-tracking and/or sweetening (unlimited number of any such tracks per commercial.)	

3. The minimum session fee to Solo or Duo singers who render services with Group Singers who multi-track may not be less than the individual rate for the Group Singer in such situation. For example: a Group 3-5 multi-tracks; the session fee of \$219.62 each is increased 50% for multi-tracking to a total of \$329.43 each. Any Solo or Duo singers working with this Group would have their \$298.10 Session Fee increased to \$329.43. This adjustment applies to session fees for Solo or Duo singers only.
4. The AFTRA Member Report referred to in Section 45 shall indicate whether multi-tracking or sweetening (either live or mechanical) did or did not occur. Failure to so indicate will require automatic payment of the appropriate multi-tracking or sweetening fees.
5. Upgrading and use fees shall be increased by the applicable percentage set forth above for each additional track. For purposes of this paragraph, the "original" fee referred to herein does not include contractor's fees.

- B. Singers Services to be Certified.** With respect to each singer track utilized in a commercial, Producer shall require the music supplier to provide a certification for the benefit of the SAG-AFTRA Health Fund and AFTRA Retirement Fund that the Singers listed as having rendered services on the track did, in fact, perform services and that such services are included in the final track furnished to Producer. Producer shall also require the music supplier to acknowledge that the inclusion on a final Singer list of the name of any person who did not actually perform *bona fide* services covered by this Agreement constitutes a fraudulent act for which the music supplier shall be held responsible for all damages suffered by the Funds. To implement the foregoing, add the following to the Member Report Form (Exhibit E): "The undersigned certifies that the foregoing information is true. _____ *Employer or Representative of Employer*"

C. Rest Period for All Singers

There must be a rest period of 5 minutes in each session.

33. MAXIMUM PERIOD OF USE OF COMMERCIALS - ACTORS, ANNOUNCERS AND SINGERS

- A. The maximum period during which a commercial may be used shall be not more than 21 months after the date of employment of the actor, announcer or singer.
- B. The period of time during which a commercial may be used, specified in subsection A. above, shall be deemed to be automatically renewed for an equivalent period of time unless the actor, announcer or Singer employed in such commercial shall, not more than 120 days and not less than 60 days prior to the expiration of such period of time, give written notice by mail or email to Producer or to the Advertising Agency of the actor's, announcer's or Singer's election not to grant such right of renewed use. If notice is provided by email, that email must request a read receipt from the recipient. Similar renewals for successive equivalent periods of time shall be deemed to be automatically granted, unless any actor, announcer or Singer shall, not more than 120 days and not less than 60 days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as herein before provided. Copies of the notice shall be sent to the Union electronically to an address designated by the Union. However, whether or not the notice was sent to the Union shall not be deemed conclusive evidence of whether the notice was sent in compliance with this Contract. Upon request, the Union will provide a copy of the notice to Producer, talent agent or performer, within 15 working days.

34. COMMERCIALS USED IN BOTH RADIO AND TELEVISION

When any commercial, as such term is defined in this Agreement, is used for both radio and television purposes, Performers shall be paid the applicable fee as contained in this Agreement for radio use, and in addition the applicable rates provided in the SAG-AFTRA Commercials Contract.

35. TRAVEL ACCOMMODATIONS

First-class transportation, where more than one class is available, must be provided to Performers hired under this Agreement who are required to travel. So-called "commuter service," confined to a distance of 500 miles, such as New York to Washington, D.C., shall be deemed first-class transportation.

36. SCOPE OF AGREEMENT

- A.** The terms and conditions of this Agreement apply to commercials recorded by Producer in the United States, which includes its commonwealths, territories and possessions, and to commercials for which Producer engages Performers within such territorial areas wherever such commercials are made.
- B.** The broadcasting of commercials anywhere within the United States, its commonwealths, territories and possessions, Canada and Mexico shall be included in determining use fees.
- C.** The terms and conditions of this Agreement apply to Performers employed to perform in commercials in languages other than English.

37. EFFECTIVE DATE AND TERM

This Contract shall be for a 3 year term commencing April 1, 2016 and continuing to and including March 31, 2019, and shall continue in effect thereafter until terminated by either party by 60 days' notice in writing to the other. Except as otherwise specifically provided, the terms and provisions hereof shall apply to all commercials produced on or after April 1, 2016.

38. CONTRACTS WITH PERFORMERS

Every contract (whether written or oral) between Producers under this Agreement and any Performer must contain and shall be deemed to contain the following clause:

"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 terms and provisions of the **2016 SAG-AFTRA Audio Commercials Contract**.
- b.** That should there be any inconsistency between this contract and the Audio Commercials Contract and the valid rules and regulations enacted by the American Federation of Television and Radio Artists, not in derogation thereof, the Audio Commercials Contract, rules and regulations shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to members of SAG-AFTRA than the terms, compensation and conditions provided for in the Audio Commercials Contract.
- c.** If the term of this contract is of longer duration than the term of the basic Audio Commercials Contract between SAG-AFTRA and the employer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said Audio Commercials Contract, and the existence of this contract shall not prevent Performer from engaging in any strike or obeying any of the lawful rules and regulations of SAG-AFTRA without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side.
- d.** That Performer is a member in good standing of SAG-AFTRA, and subject to the rules and regulations of SAG-AFTRA.
- e.** That Performer is covered by the provisions of Section 65 of said Audio Commercials Contract entitled "SAG-AFTRA Health Fund and AFTRA Retirement Fund."
- f.** All disputes and controversies of every kind and nature arising out of or in connection with this agreement shall be determined by arbitration in accordance with the procedure and provisions of said Audio Commercials Contract."

39. OVERSCALE CONTRACTS

Any Performer who is engaged to perform services at scale, or under terms or conditions over and above the minimum scales, terms or conditions provided for in this Agreement, shall nevertheless have the protection and benefit of all other provisions and conditions set forth in this Agreement. If the compensation of the Performer for any engagement is above the minimums specified herein, additional services at applicable minimum fees for such engagement may be credited by Producer up to the full amount of the compensation paid to such Performer if there is a specific provision to such effect in the Performer's written contract, or if in the case of a verbal engagement, it is specifically agreed at the time the verbal engagement is entered into that Producer is entitled to such credit.

40. INDIVIDUAL CONTRACTS BEYOND TERM OF AGREEMENT

- A.** We agree that every contract (now or hereafter made) between the undersigned Producer and every SAG-AFTRA member shall contain and shall be deemed to contain the following clause:

"In the event a Performer's individual contract is of longer duration than the said SAG-AFTRA Contract, then, for such period of duration and until a new Contract is agreed to, we covenant not to bring or maintain any action or proceedings against you, because you refrain from rendering your services under this contract by reason of any strike or work stoppage (whether partial or complete) called or ordered by SAG-AFTRA. In such event we covenant (a) that neither SAG-AFTRA nor any of its representatives, shall be deemed to have induced you to breach this contract, and (b) that for the direct benefit of SAG-AFTRA and its representatives, we will not bring or maintain any action or proceedings against them, or any of them, based upon or arising either out of the existence of this Contract or out of your failure to render services under this Contract. Upon the resumption of work after such strike or stoppage, all the terms and conditions of this Contract shall be reinstated for the balance of the term hereof, provided, however, that if a collective bargaining agreement covering work of the type provided for herein is signed by us, you will, from and after the effective date provided for in such agreement, receive the benefit of any applicable provisions of such agreement which may be more favorable to you than the terms of this Contract. We further agree that your obligations hereunder shall be subject and subordinate to your primary obligation to SAG-AFTRA to obey its rules and orders."

- B.** The provisions of this Section 40 shall survive the expiration or cancellation of this Agreement as to all such contracts with SAG-AFTRA members in existence while this Agreement is in effect.

41. EXISTING CONTRACTS MODIFIED

Each Producer agrees, for the benefit of SAG-AFTRA and all Performers employed by any Producer directly or indirectly, that existing contracts with all Performers are hereby modified in accordance herewith, but no terms, wages or hours now had by any such Performers which are more favorable to such Performers than the terms, wages or hours herein specified, shall be deemed so modified. If there are any other contracts between or among the Producers to this Agreement or with SAG-AFTRA or any member or members of SAG-AFTRA, which require Performers to work under terms, wages or conditions less favorable to such Performers than this Agreement, then notwithstanding such contracts, it is agreed that this Agreement shall, nevertheless, apply for the benefit of all such Performers and of SAG-AFTRA.

42. UNION SECURITY

- A.** Every Performer hereafter employed by any Producer, whether by contract or otherwise, or who makes sound tracks within SAG-AFTRA's jurisdiction for any Producer shall be a member of SAG-AFTRA in good standing. As used herein, the term "member in good standing" means a person who pays Union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.
- B.** Each Producer shall give SAG-AFTRA full opportunity to check performance by such Producer of its agreement under this Section 42 including access to studios but SAG-AFTRA's checking shall be done in such a manner as not to interfere with production. SAG-AFTRA agrees that with respect to the admission of persons as members of SAG-AFTRA it will comply with applicable law. SAG-AFTRA reserves the right to adopt reasonable and legal requirements for membership. SAG-AFTRA may refuse admission or, if it sees fit, admit on terms, Performers suspended or expelled by SAG-AFTRA or by any branch of the Associated Actors and Artistes of America, or by any other actors' union in the United States. Nothing herein shall limit the right of SAG-AFTRA to discipline, suspend, or expel a member who is under contract to a Producer, or if a member resigns, the suspension, expulsion or resignation shall not affect the Performer's obligation to perform any existing contract or contracts with such Producer or such Producer's right to demand performance, unless Producer otherwise consents. Subject to the qualifications hereinafter set forth, Producer agrees that in every future contract (oral or written) it enters into with a Performer, the Performer shall agree that the Performer shall be a member of SAG-AFTRA in good standing and shall remain so for

the duration of the contract. Any non-member of SAG-AFTRA and any suspended or expelled member whom Producer may be lawfully entitled to employ under this Agreement shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Agreement. No breach by a member of SAG-AFTRA of his/her obligation to SAG-AFTRA shall give such member a defense to any Producer's right to enforce an existing contract against such member.

- C. The foregoing subsections A. and B., requiring as a condition of employment membership in SAG-AFTRA, shall not apply until or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later; SAG-AFTRA and Producers interpret this sentence to mean that membership in SAG-AFTRA cannot be required of a Performer by a Producer as a condition of employment until 30 days after his first employment as a Performer in any field covered by a SAG-AFTRA collective bargaining agreement; "first employment" meaning the first employment as a Performer in any field covered by a SAG-AFTRA collective bargaining agreement which employment occurred on or after August 10, 1948. The foregoing sentence shall be deemed inoperative if any of the following events shall occur:
1. If the Labor Management Act of 1947 is repealed; or
 2. If the provision of such Act to which the foregoing sentence has reference is repealed or modified so the foregoing sentence is unnecessary to comply with such Act; or
 3. If such Act or such provision is held unconstitutional by the Supreme Court of the United States. Producer shall not be held to have violated this paragraph if it employs a Performer who is not a member in good standing of SAG-AFTRA, if Producer has reasonable grounds for believing that membership in SAG-AFTRA was not available to such Performer on the same terms and conditions generally applicable to other members, or if Producer has reasonable grounds for believing that membership in SAG-AFTRA was denied to such Performer or such Performer's membership in SAG-AFTRA was terminated for reasons other than the failure of acquiring or retaining membership in SAG-AFTRA; provided, however, Producer shall not be deemed to have such reasonable grounds for so believing until he has made inquiry of SAG-AFTRA as to the facts. The preceding sentence shall be deemed inoperative if any of the following events shall occur: (1) if the Labor Management Act of 1947 is repealed; or (2) if the provision of such Act to which the preceding sentence has reference is repealed or modified so the preceding sentence is unnecessary to comply with such Act; or (3) if such Act or such provision is held unconstitutional by the Supreme Court of the United States.
- D. Producer agrees to report to SAG-AFTRA in writing within 15 working days of the 1st employment of a nonmember of SAG-AFTRA, giving the nonmember's name, Social Security number, and his 1st date of employment. An inquiry by any Producer to any SAG-AFTRA Local as to the 1st date on which a Performer has been employed in the industry shall be answered by SAG-AFTRA, and its answer shall bind SAG-AFTRA, and Producer, if it acts in good faith, shall not be liable for acting on such answer, but a Producer who failed to report shall be liable to SAG-AFTRA for such failure to report.
- E. The interpretation contained in the first sentence of subsection C of this Section 42 is subject to approval by an advisory opinion of the general counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such general counsel, then the new ruling of such general counsel shall prevail, until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change said ruling in a proceeding in which SAG-AFTRA is a party, then the new ruling or opinion shall prevail, until the same is reversed by a court of competent jurisdiction.
- F. SAG-AFTRA agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by SAG-AFTRA of the provisions of this subsection F, such question shall be handled by conciliation and, if necessary, by arbitration hereunder. It is the intention of the parties to prevent SAG-AFTRA from closing its books so as to prevent any person who wishes to perform in any area under SAG-AFTRA's jurisdiction from joining SAG-AFTRA. Nothing in the preceding sentence shall limit the right of SAG-AFTRA to discipline or suspend or expel a member or to refuse to readmit a member.
- G. Whenever any Producer is entitled hereunder to a permit or waiver from SAG-AFTRA, SAG-AFTRA agrees to issue the same without cost.
- H. It is understood that it would be impossible to accurately fix the actual damages suffered by SAG-AFTRA by reason of a breach by a Producer of the Union Security provisions of this Section 42. It is therefore agreed that Producer will pay to SAG-AFTRA, as liquidated damages, the sum of \$150.00 for each breach by Producer of the Union Security provision of this Section 42. The hiring by Producer of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of

employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. SAG-AFTRA agrees to waive the liquidated damages penalty, if Producer has a history of proper reporting but has inadvertently failed to report the hiring of a nonmember as required in subsection D herein. Provided SAG-AFTRA has been notified by Producer in writing of the first employment of a nonmember under subsection D above, then claim of a breach must be initiated in writing by SAG-AFTRA within sixty (60) days thereafter or the claim is invalid.

- I. Any breach of the provisions of this Section 42 shall be subject to arbitration between SAG-AFTRA and Producer.
- J. SAG-AFTRA may waive, in its discretion, the provisions of this Section 42 with respect to prominent persons appearing as themselves, other than professional entertainers; provided, however, that all other terms and conditions of this Agreement shall apply to the engagement of such persons.

43. INDUSTRIAL OR THEATRICAL EXHIBITION

If Producer desires to use a commercial in theatrical or industrial venues, the individual Performer's contract shall contain a provision requiring additional compensation for such right equal to one hundred percent (100%) of the applicable session fee. This amount shall be payable when the first such use occurs and shall constitute payment for the 30 consecutive days following the first use. An additional 60% of the applicable session fee shall be payable for any additional use within the maximum period of use which occurs beyond the 30th day. Separate additional fees in such amounts shall be payable for theatrical or industrial exhibition for each renewal period during which the commercial is used hereunder.

Use of commercials in taxicabs, jumbotrons or other media that traditionally have been treated as Industrial use shall continue to be accorded such treatment (as opposed to New Media) regardless of whether such commercials are transmitted in a digital format.

44. SAFEGUARDS AGAINST VIOLATION

- A. Producers and manufacturers shall furnish SAG-AFTRA written reports under the same cover as checks for Performer's services, specifying the type of commercial produced, name of sponsor, time of recording, date of first release, name of spot, length of spot and number of units recorded, advertising agency, names of Performers, complete time in recording, and gross fee, and shall notify SAG-AFTRA of the names of all employers who use Producer's studio facilities for the purpose of making commercials at least twenty-four (24) hours in advance of each recording session.
- B. Standard form reports shall be promulgated by SAG-AFTRA by agreement with representatives of the Industry. The same shall apply to other reports required by this Agreement. *(See Exhibits A-E, pages 89-96.)*
- C. Producers and manufacturers shall also furnish SAG-AFTRA a written report, under the same cover as checks for Performer's services, specifying the continuing use of the commercial and use fees to be paid. In any event, such a report shall be furnished 13 weeks after date of first release and at 13-week intervals thereafter as long as the commercial is in use.

45. SAG-AFTRA MEMBER REPORT

SAG-AFTRA STANDARD EMPLOYMENT CONTRACT

- A. Each Producer agrees to initial a "SAG-AFTRA Member Report" at the time of performance, which Report shall contain information similar to that called for in the Production Memorandum referred to in Section 44. It is understood that the duty and responsibility of filling out and filing the "SAG-AFTRA Member Report" is that of the Performer, Producer being required only to initial the executed form. *(See Exhibit E, page 96.)*
- B. In addition, Producers may elect to use a Standard Employment Contract form *(See Exhibit A, page 89.)* when employing performers under this Agreement. Use of such form by Producers is optional.

46. UNFAIR STUDIOS

Producers under this Agreement acknowledge that they have notice that under SAG-AFTRA's rules, no member of SAG-AFTRA may render services or give a performance for recording purposes in any studio or use the recording facilities of any studio unfair to SAG-AFTRA. Producers are not bound by such rules of SAG-AFTRA, but neither SAG-AFTRA nor SAG-AFTRA members shall be subject to the action for breach of contract or otherwise for complying with or enforcing such rules. Unfair studio shall be one with which SAG-AFTRA has a primary dispute.

47. UNFAIR PRODUCERS

- A. This Agreement represents the minimum terms and conditions of recording Performers. Any Producer who employs Performers and who breaches any terms or conditions of the Agreement, may be regarded as unfair, and Performers may be instructed without injury or damage to Performers or SAG-AFTRA, not to work on commercials covered by this Agreement for anyone who is unfair.
- B. The books and records of Producer relative to employment and compensation thereof of Performers, production and use of commercials and time buying schedules will be made available to SAG-AFTRA for inspection on Producer's premises, on demand, upon reasonable notice and during reasonable times, provided a *bona fide* dispute exists between SAG-AFTRA and Producer which could be resolved by access to such material.
- C. With respect to previously recorded material which Producer may wish to record over and use, Producer agrees to furnish SAG-AFTRA with an informational report including names and fees paid to the Performers. Such report must be filed with SAG-AFTRA not later than the Health and Retirement remittance report. In addition, if Producer wishes to credit any moneys paid to Performers for original recording, Producer must produce proof satisfactory to SAG-AFTRA of such payments.

48. UNION STANDARDS

- A. Except as otherwise permitted hereunder, a Producer will not engage in the production of a commercial or any part thereof (including sound track) as to which one or more Performers is employed by a person not signatory to this Agreement or a Letter of Adherence hereto (a "nonsignatory") or acquire a commercial or any such part thereof as to which one or more Performers was employed by a nonsignatory, unless, in each case, Producer determines, after reasonable investigation, that such Performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in this Agreement or (2) afforded wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to such nonsignatory.

In the event the commercial is a non-air commercial, Producer shall, upon written request from SAG-AFTRA report to SAG-AFTRA the name of such nonsignatory, the number of commercials, copy tests and client demos to be recorded and other pertinent data to enable SAG-AFTRA to administer this Agreement.

- B. If Producer obtains an agreement substantially in the form below from such nonsignatory, Producer shall be deemed to have observed the provisions of Section 48.A.

"It is hereby agreed by _____
(name of nonsignatory employer)
that all Performers (as defined in the **2016 SAG-AFTRA Audio Commercials Contract**) shall be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Contract, or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to _____."

- C. In addition to any other remedies at law or under this Agreement, SAG-AFTRA reserves the right to terminate the Letter of Adherence of any Producer who fails to observe the provisions of Section 48.A, unless such failure is isolated or inadvertent.
- D. The parties to this Agreement acknowledge and agree that the purpose and intent of this Section 48 is to ensure that no Producer will be economically motivated to have a commercial or any such part thereof produced by, or to acquire a commercial or any such part thereof from, a nonsignatory which incurs economic costs with respect to the employment of Performers on such commercial or part thereof which are not substantially equivalent to the economic costs which would have been incurred by Producer had it employed such Performers. This Section 48 shall be construed and enforced in accordance with such purpose and intent.

49. FACILITIES

- A. In accordance with the Americans with Disabilities Act, all facilities under the control, or used on behalf, of Producer in connection with the casting or production of commercials including, but not limited to, studios and lodging shall provide reasonable accommodations for Performers with disabilities. Such facilities and access thereto as well as transportation provided by Producer shall be suitable for the needs and requirements of any Performer whether by reason of age or disability.

- B. Any facility used for interviewing, casting, or recording must comply with appropriate local fire and safety codes.

50. PRODUCTION PROSECUTED

- A. 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 a commercial in the scope and course of their employment under this Agreement, under the direction and control of Producer, Producer shall, at all times indemnify and save 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 by reason of such performance. In the event legal action, through the court or administratively, is taken against the Performer, either jointly with Producer or alone, Producer shall at his own cost and expense and without undue delay provide the defense of the Performer in all such litigation.
- B. The indemnity provided for above shall be limited to actions of the Performer which they take pursuant to the direction, control or request of Producer or Producer's designee, or material provided to the Performer by Producer or his designee. The Performer shall similarly indemnify Producer against any liability, loss, damages and costs, including reasonable counsel fees, which Producer may at any time sustain or incur by reason of any action taken by the Performer contrary to the direction of Producer or outside the course and scope of his employment or by reason of any fraudulent material provided by the Performer.
- C. The indemnitee shall notify the indemnitor promptly in writing in case knowledge shall come to the indemnitee of any claim or litigation arising out of such performance and thereafter deliver to the indemnitor every demand, notice, summons, complaint or other process received by them or their representative relating thereto.
- D. The indemnitee shall cooperate fully in the defense so provided by indemnitor of such claim or action, and upon the indemnitor's request, shall attend hearings and trials and whenever possible, assist in (1) securing and giving evidence; and (2) obtaining the attendance of witnesses at such hearings and trials.
- E. The indemnitee shall not make any settlement or compromises of any such claim or litigation without the prior written consent of the indemnitor. Any settlement or compromise by the indemnitee without indemnitor's prior consent of any such claim or litigations shall nullify indemnitor's obligation under subsection A above.
- F. If the indemnitee has reason to believe that any indemnitor does not have financial resources sufficient to cover its indemnity under this Agreement, then the indemnitee may require that insurance be provided so as to cover any reasonable liability which the indemnitor may incur. When the indemnitee is a Performer, SAG-AFTRA may act on their behalf in making a reasonable determination of financial responsibility.
- G. Nothing herein contained shall be construed to: (1) deprive indemnitor of any lawful defense to such claim or action including the defense that such claim arose by reason of indemnitee's acts outside the scope of his employment; or (2) expand Producer's liability to any person under the applicable Workmen's Compensation Law.

51. BOND OR CERTIFIED CHECK

SAG-AFTRA reserves the right to require the posting of an adequate bond, cash or other security. SAG-AFTRA also reserves the right to require a Producer to make payment by certified check to the Performers, delivered to the SAG-AFTRA office at least 24 hours in advance of the session, to be held in escrow until due and payable under applicable provisions of this Agreement.

52. INDIVIDUAL RESPONSIBILITY

SAG-AFTRA reserves the right, at the time of execution of this Agreement, to require that any individual signing this Agreement with SAG-AFTRA on behalf of a corporation (but not including individuals who are signatories to Letters of Adherence thereto) be bound as an individual equally with the corporation.

53. PRODUCER'S DUTIES

Producer agrees that:

- A. Producer will not enter into any agreement with or employ any Performer for commercials covered hereby,

upon terms and conditions less favorable to the Performer than those set forth in this Agreement.

- B.** No waiver by any Performer of any provisions of this Agreement shall be effective unless the written consent of SAG-AFTRA to such waiver is first had and obtained.
- C.** Nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.
- D.** The acceptance by a member of SAG-AFTRA, for any work or services under this Agreement, of payment or other consideration in money, by check, or in any other form, shall not be deemed a waiver by such SAG-AFTRA member, nor constitute a release or discharge by them, of such SAG-AFTRA member's rights either under this Agreement or under any agreement, for additional compensation or of their contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void as far as any SAG-AFTRA member is concerned unless SAG-AFTRA's prior written approval is first had and obtained.
- E.** It is of the essence hereof that a Producer will not evade, circumvent or violate, or seek to evade, circumvent or violate this Agreement or any part thereof, either directly or indirectly, nor will they knowingly permit such evasion, circumvention or violation by any controlled, allied or affiliated firm, corporation or person.
- F.** Each commercial/tape distributed will be clearly labeled to identify advertising agency, client, product and titles of commercials.

54. POLICY OF NONDISCRIMINATION / AFFIRMATIVE ACTION AND DIVERSITY

- A.** The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age, disability, gender identity, or sexual orientation, in accordance with applicable state and federal law, nor shall any inquiry be made with respect to a Performer's marital status, gender identity, sexual orientation, national origin, age, creed, or disability. The parties agree to establish a procedure for reporting the engagement of minorities, women, seniors and performers with disabilities under mutually agreed conditions.
- B.** Producer shall cast performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, performers with disabilities and seniors in all aspects of society. The parties agree that Producer shall retain its exclusive creative prerogatives.

In furtherance of the foregoing, Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, performers with disabilities and seniors.
- C.** Consistent with the foregoing, best efforts shall be made to seek out and include minorities, seniors, women and performers with disabilities, in the casting of commercials, thereby creating fair, equal and non-stereotyped employment opportunities. Producer agrees to equal employment opportunities (including auditions) for women and men for voice-over roles having due regard for the requirements of and suitability for such roles.
- D.** In accordance with the foregoing policy, the Union reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership.
- E.** The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.
- F.** Producer shall not use any documented information obtained in connection with the INS Form I-9, or its successor, to discriminate against any Performer on the basis of sex, race, age or national origin, or disability in violation of this contract or law.

To that end, information on the INS Form I-9 or its successor which is protected by equal employment laws or by this Agreement shall be maintained in confidence.

The parties agree further that the IUSC shall meet to establish mutually acceptable IRCA verification procedures which will maintain such confidentiality.

- G. Disputes relating to the provision of this Section 54 shall be referred to the IUSC and unless resolved by the IUSC within 90 days after the date of referral, the dispute shall be arbitrable.

55. SAG-AFTRA RULES

Producer agrees that Producer has notice that the Performer, if a member of SAG-AFTRA, must obey its rules. Producer admits specifically notice of the rule which requires the SAG-AFTRA member to render services only upon a commercial where all the performers within SAG-AFTRA's jurisdiction are members in good standing of SAG-AFTRA, except as otherwise provided by law or contract. SAG-AFTRA agrees that it has no present rule and will make no future rule in derogation of this Agreement.

56. ADDITIONAL SERVICES

No service of the Performer is contracted for except as specified in this Agreement. This Section 56 is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the fact that it shall not be in conflict with this Agreement. Producer shall not require a Performer to include such services as a part of the Performer's employment under this Agreement but must bargain separately for such services, including translations.

57. NEW DEVICES OR METHODS

In the event that any new or different devices or methods of recording, relaying or broadcasting are utilized, or in the event of any contingencies or operations not covered by or included in this Agreement, SAG-AFTRA agrees to negotiate in good faith minimum fees, conditions and rules, and to take such action as it is entitled to as if no contract applied.

58. NO STRIKE CLAUSE

So long as Producer performs this Agreement, SAG-AFTRA will not strike against Producer as to Performers covered by this Agreement in the field covered by this Agreement. To the extent SAG-AFTRA has agreed not to strike, it will order its members to perform their contracts with Producer. This paragraph shall apply only to Producers who sign this Agreement.

59. RESERVATION OF RIGHTS

SAG-AFTRA reserves the right to establish upon 10 days' written notice to Producer and the JPC, and the contracting Producer and the JPC agree to accept, scales for recorded commercials for use in one designated city or town, the basic minimum fee for which shall in no event exceed the rates set forth herein.

60. REQUIRED RECORDS AND REPORTS

A. Producers

1. All payments of compensation for the services of Performers hereunder and for the use of commercials shall be made by check to the Performer entitled thereto, and sent to the Union office as provided in Section 3. A check voucher or statement shall accompany each check and shall contain complete information identifying commercials, Ad-ID[®], advertiser, dates and numbers of sessions. Producer shall maintain adequate records showing each commercial produced and delivered by it hereunder, the name of the advertiser for whom it was made, the Ad-ID[®] for that commercial, the names of the Performers employed therein, the amount of the session fee, the date of completion of the Performers' services, and the number of commercials for which payment is required. In addition, with respect to an inquiry regarding proper payment for use of a specific commercial, Producer shall, upon request, provide the Union information or documents in its possession relevant to the use of the commercial (*e.g.*, network, wild spot, regional and local program, internet). Any dispute with respect to the provision of such information or documents may be referred to the IUSC.
2. Producer shall furnish to the Funds a Production Report, in the form attached hereto and marked Exhibit B (*see page 91*), within 12 working days after the completion of the Performers' services in the commercial. If any of the Performers listed on such Production Report are employed by an advertising agency and not by Producer, that fact shall be noted on the Production Report, and in such event the agency shall forthwith furnish to the Union copies of the individual employment contracts of such

Performers. Upon delivery of the commercial or commercials, but in any event not later than 30 days after the completion of the Performers' services therein, Producer shall give to the Union a copy of the Production Report containing the following additional information:

- a. The Ad-ID® and production number or any other appropriate identification of the commercial or commercials delivered;
- b. The number of commercials delivered and the date of delivery; and
- c. The number of versions of each commercial delivered.

Producer shall also furnish the same information to the Union in electronic form, based on the file layout attached hereto and marked Exhibit B-2. This information shall also be furnished within 12 working days after the completion of the performer's services in the commercial.

Producers must utilize Ad-ID® and electronic reporting. The Union shall be responsible for the enforcement of the foregoing requirements and may excuse a Producer from the requirements only for legitimate business reasons. Should all or any portion of such requirements be excused, the Union will provide the name and address of the non-compliant entity to the JPC.

3. In case of grievances, disputes or alleged disputes hereunder, Producer will make available to SAG-AFTRA for inspection, upon demand, all relevant production reports, Performers' contracts, if and when they exist, including a list of the cities and stations used. Willful failure to comply within a reasonable time shall constitute a substantial breach of this Agreement.

B. Producers, Purchasers, Assignees and Transferees

1. Each Producer and each purchaser, assignee, and transferee of a commercial produced under this Agreement shall maintain adequate records showing each commercial delivered to it, the date of delivery, the name of the advertiser, the names of the Performers appearing therein, payments made, date of first use and kind of use (whether wild spot, program or internet). In case of grievances or disputes arising under this Agreement, such Producer and such assignee, transferee or purchaser will make available to SAG-AFTRA on reasonable notice all such records.
2. Each Producer, purchaser, assignee or transferee of a commercial produced hereunder shall accompany each check given to a Performer in payment for use with a check voucher or statement in the standard form attached hereto as Exhibit C (*see page 95*) containing the following:
 - a. Separate identification of each commercial by name of advertiser, product, date of original session, and production or code number.
 - b. The type of use: If spot use, the dates of cycle and number of units used. If program use, the type of use and dates of cycle. If Internet or New Media use, the dates of the term of use.
 - c. Compensation for the use of each commercial shall be separately set forth.
 - d. The expiration of the maximum period of use of a commercial.
 - e. Producer shall provide each Performer employed under a guarantee contract a statement not less frequently than quarterly which shall contain complete information detailing the amount of session fees and use fees credited against the guarantee, including a complete description of the type of use as required by this Section 60.

- C. A report for each commercial produced hereunder in the form of Exhibit B (*see page 91*) shall be furnished to the Funds, and to the Union in the form of an electronic file as specified by Exhibit B-2 by each Producer, purchaser, assignee or transferee, within 15 working days after the commencement of the second fixed cycle and at 13-week intervals thereafter, as long as any such commercial is used. In the event any Producer, purchaser, assignee or transferee of a commercial produced hereunder shall willfully and intentionally fail or refuse to keep such records or shall willfully and intentionally fail or refuse to make any payments due any Performer, or shall be guilty of repeated and intentional breaches of any of its obligations hereunder, the Union, at its option, and in addition to all other remedies which it or any Performer may have at law or equity, may after notice to such party giving a reasonable time to cure such default, order its members thereafter to refuse to perform services for any Producer in commercials which are to be made for such Producer, purchaser, assignee or transferee. Whenever credit is taken for any prior overpayment, Producer shall report the pertinent data regarding such credit to the Union and to the Health and Retirement Funds office within

15 working days after the credit is taken. Such report shall include the detailed information required for reports of compensation payments to Performers.

61. TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

- A.** Upon the sale, transfer, assignment or other disposition by Producer of any commercials produced by it hereunder, Producer shall not be responsible to SAG-AFTRA or to any SAG-AFTRA members for any payments thereafter due with respect to the use of such commercials or for a breach or violation of this such transferee, if SAG-AFTRA approves the financial responsibility of such transferee in writing, and if

Producer in its agreement with such transferee has included a provision substantially in the form on the preceding page.

- B.** Prior to the commencement of the recording of any audio commercial involving a performer providing both covered and non-covered services to an advertiser, Producer shall obtain from the advertiser, if the parties are separate entities and the advertiser is not itself a signatory to this agreement, and deliver to SAG-AFTRA, a separate written assumption agreement substantially in the form on Page 34.

Failure to obtain the required written Assumption Agreement is considered a substantial breach of this Agreement.

- C.** Where a Producer produces a commercial hereunder for an advertising agency signatory to this Agreement or Letter of Adherence hereto:

1. The advertising agency shall guarantee payment of the applicable daily base pay or session fee for such commercial;
2. The advertising agency shall make all payments of use fees and otherwise comply with this Agreement with respect to such commercial;
3. Producer shall not be responsible to SAG-AFTRA or any SAG-AFTRA member for any payments of use fees or for any breach or violation of this Agreement by the advertising agency; and
4. The agreement referenced in Section 61.A. need not be obtained.

D. Performer's Rights to Reuse Compensation

1. It is the intention of the parties that the rights of Performers to future compensation for the reuse of commercials made in accordance with the terms of this Agreement shall not be affected by any sale, assignment, pledge, hypothecation, or other transfer of the commercial, or by any attachment, garnishment, bankruptcy, assignments for benefit of creditors, probate, or any other legal proceeding involving Producer or Producer's successor in interest. Accordingly, it is expressly agreed that the right of any Producer hereunder to reuse any commercial made hereunder is subject to the condition precedent of the payment of all fees required by this Agreement and that:

- a. Any person acquiring all or part of the property rights of said Producer in such commercials by voluntary assignment shall do so subject to the same condition precedent; and
- b. In the event of any involuntary assignment, whether by operation of law or otherwise, the Producer's rights in such commercials made hereunder shall be deemed personal and nonassignable, and no assignee thereof shall acquire any right to the reuse of such commercials, provided, however, that SAG-AFTRA agrees to permit the assignee in the event of an involuntary assignment, whether by operation of law or otherwise, to exercise all reuse rights upon payment to the SAG-AFTRA members of reuse fees that may be due to them hereunder; and further, the assignee shall be deemed to have full title to the said commercials upon their executing an agreement with SAG-AFTRA whereby said assignee assumes the obligation of the debtor to the SAG-AFTRA members who performed on the said commercials. Every Producer hereunder agrees to incorporate in any transfer of Producer's interest in a commercial the terms of this section and to require the same undertaking on behalf of Producer's successor in interest.

- E.** Notwithstanding the foregoing, in the event that an advertiser or agency becomes signatory to the Contract, or in the event that a non-signatory advertiser transfers all or a portion of its business from a non-signatory agency to a signatory agency, the Union shall waive application of this Contract to commercials that were produced prior to becoming a signatory or prior to transferring business to a signatory agency on the

following condition: The advertiser, or its agency, shall provide to the Union a list of all such commercials within 60 days of the advertiser or agency becoming signatory or transferring business to a signatory agency. The Contract will fully apply to such commercials, however, if they are edited or modified other than as permitted by Section 24, Editing and Dubbing, subsequent to the advertiser or agency becoming signatory or transferring business to a signatory agency.

2016 Audio Commercials Transfer of Rights - Assumption Agreement

Transferor: _____ (Company Name) _____ (Address) _____ (City, State, Zip)	Transferee: _____ (Company Name) _____ (Address) _____ (City, State, Zip)
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This agreement is effective _____.

Transferee hereby agrees with Transferor that all audio commercials covered by this agreement (listed below*) are subject to the SAG-AFTRA Audio Commercials Contract or any predecessor agreement under which the commercials were produced and that the parties contemplate a transfer of exclusive rights in the covered commercials from the Transferor to the Transferee.

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and the performers affected thereby, to make all payments of use fees as provided in said Contract and all Social Security, Withholding, Unemployment Insurance and Disability Insurance payments and all appropriate contributions to the SAG-AFTRA Health Fund and AFTRA Retirement Fund, the AICF and AMF required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such audio commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to utilize such audio commercials shall be subject to, and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Contract, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to SAG-AFTRA of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to SAG-AFTRA a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

*COMMERCIALS COVERED BY THIS AGREEMENT:

TITLE AND Ad-ID® OR OTHER CODE NUMBER	PRODUCT	SESSION DATE

(List all other commercials on reverse side of this form.)

_____ (Company Name of Transferor)	_____ (Company Name of Transferee)
By: _____ (Signature of Officer)	By: _____ (Signature of Officer)
_____ (Type Officer's Name and Title)	_____ (Type Officer's Name and Title)
Date: _____	Date: _____

FINANCIAL INFORMATION: (Needed only if **not** signatory to SAG-AFTRA)

Transferee's Bank: Name _____ Branch _____
 Address _____ City/Zip _____ Fax # _____
 Phone _____ Staff Referral _____ Acct.# _____

APPROVED FOR SAG-AFTRA

By: _____ Print Name: _____ Date: _____

2016 SAG-AFTRA Audio Commercials Contract Transfer of Rights — Notice of Commercials Not Covered

<p>TRANSFEROR:</p> <p>_____</p> <p><i>(Company Name)</i></p> <p>_____</p> <p><i>(Address)</i></p> <p>_____</p> <p><i>(City, State, Zip)</i></p>	<p>TRANSFEREE:</p> <p>_____</p> <p><i>(Company Name)</i></p> <p>_____</p> <p><i>(Address)</i></p> <p>_____</p> <p><i>(City, State, Zip)</i></p>
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Pursuant to Section 61.E., Transferee is providing SAG-AFTRA with the following list of commercials that are not covered by the 2016 SAG-AFTRA Audio Commercials Contract. Transferee acknowledges and agrees, except as otherwise permitted under Section 24, Editing and Dubbing, that any modification to the below commercials shall result in the commercials being covered by the 2016 SAG-AFTRA Audio Commercials Contract.

***LIST OF COMMERCIALS NOT COVERED BY AUDIO COMMERCIALS CONTRACT PER SECTION 61.E.:**

TITLE AND I.D. NUMBER	PRODUCT	SESSION DATE
<i>(List all other commercials on reverse side of this form)</i>		
<i>(Company Name of Transferor)</i>	<i>(Company Name of Transferee)</i>	
<i>(Signature of Officer)</i>	<i>(Signature of Officer)</i>	
<i>(Type Officer's Name and Title)</i>	<i>(Type Officer's Name and Title)</i>	

DATE: _____ DATE: _____

62. INDUSTRY-UNION STANDING COMMITTEE

The Industry-Union Standing Committee (IUSC) shall consist of 6 Industry representatives and 6 SAG-AFTRA representatives; provided, however, that 3 Industry and 3 SAG-AFTRA representatives may act as the IUSC. The IUSC shall meet from time-to-time upon the request of either party and may establish such regular meetings as it deems proper. The IUSC shall have the following functions:

- A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Agreement, and as to any abuses or grievances, which arise during the term hereof affecting Performer-Producer relationships generally and for which no remedy is provided for hereunder.
- B. To make every effort to prevent and remedy abuses arising under this Agreement; to eliminate tensions; to promote cooperation and to assist in a mutual understanding of the problems of employer and employee.
- C. To discuss, investigate and make recommendations with respect to any and all other matters affecting the operation and application of this Agreement and which will aid in promoting harmonious Performer-Producer relationships.
- D. To consider any cases of inequity brought to its attention arising out of contracts for the performance by the Performer of additional services other than in radio commercials or the method of contracting therefor.
- E. To review, revise and promulgate report forms and other records appropriate to carry out the purposes and provisions of this Agreement.
- F. To study and evaluate practical methods of opening the casting process to performers not previously appearing in commercials.
- G. To study the application of governmental rules and regulations and network and station practices which restrict the employment of professional actors particularly in connection with the restrictions which inhibit the engagement of professional actors in testimonial type commercials and further to consult with network and station representatives and governmental officials and use its best efforts to bring about an application of such rules, regulations and practices which will enlarge employment opportunities for professional actors in such commercials.
- H. To study the issue of persons smoking at work and audition sites.
- I. The IUSC shall determine time limitations for the initiation of certain types of claims which shall be applicable on a trial basis. The IUSC shall also consider ways to expedite the resolution of claims, including the referral of certain claims to a mutually approved umpire.
- J. Improved procedures for Producer to verify a Performer's status with respect to Union Security shall be referred to the IUSC for study.

63. ARBITRATION

All disputes and controversies of every kind and nature whatsoever between any Producer and SAG-AFTRA or between any Producer and any Performer arising out of or in connection with this Agreement, and any contract or engagement (whether overscale or not, and whether at the minimum terms and conditions of this Agreement or better) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement and/or such contract or engagement, shall be submitted to arbitration in accordance with the following procedure:

- A. SAG-AFTRA, acting on its own behalf or on behalf of any person employed under this Agreement, or Producer concerned, may demand such arbitration in writing. The parties shall thereupon endeavor to agree upon a single qualified arbitrator acceptable to them both. If the parties cannot agree upon a single qualified person within 5 working days after the demand for arbitration, the party demanding arbitration shall serve upon the other a notice which shall include the name of the arbitrator appointed by the party demanding arbitration. Within 3 working days after such notice, the other party shall name its arbitrator, or in default of such appointment, such arbitrator shall be named forthwith by the Arbitration Committee of the American Arbitration Association and the 2 arbitrators so selected shall name a 3rd within a period of 5 working days, and in lieu of their agreement upon such 3rd arbitrator shall be so appointed by the Arbitration Committee of the American Arbitration Association. Each party shall bear their own arbitration expenses.
- B. The hearing shall be held on 10 days' notice and shall be concluded within 14 days unless otherwise ordered by the arbitrator(s). The arbitration award shall be made within 7 days after the close of the submission of evidence, shall be final and binding upon all parties to the proceeding, and judgment upon such award may be entered by any party in the highest court of the forum, state or federal, having jurisdiction.

- C. The word "Producer" as used in this Agreement includes any 3rd person to whom a commercial has been sold, assigned, transferred, leased or otherwise disposed of. Any Producer including such 3rd party "Producer" may file with SAG-AFTRA the name and address of an available person in New York City, or in Los Angeles, upon whom service of a demand for arbitration and other notices and papers under this Section 63 may be made. If such name and address is not on file with SAG-AFTRA, or if although on file the named person is not available, Producer irrevocably appoints the Secretary of the American Arbitration Association as the agent to accept service and receive all notices, demands for arbitration and service of process in actions on the award in any suit by SAG-AFTRA or SAG-AFTRA members. Producer further agrees that such notices, demands for arbitration and other process or papers may be served on the foregoing persons by registered mail sent to their last known address with the same force and effect as if the same had been personally served.
- D. The parties agree that the provisions of this Section 63 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute which arises during the period of this Agreement and which is therefore arbitrable as set forth above. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute survive the termination or expiration of this Agreement.
- E. **Special Procedures for Allocation Disputes:** Prior to filing any arbitration pursuant to this Section 63 with respect to an allocation dispute, a request to meet and confer must first be made to facilitate conciliation of the dispute. Such meet and confer must commence and conclude within a reasonable period of time after the request. A demand for arbitration may be filed upon the completion of the meet and confer or after 30 calendar days following the request to meet and confer, whichever occurs first. In the event of an arbitration filed pursuant to Section 65.B.1 hereof [H&R Allocation provision], SAG-AFTRA and the Producers waive their rights to a hearing and agree to submit the grievance to the arbitrator on written submissions.

Each party shall file its initial written submission within the 10 days following designation of the arbitrator, each party providing a copy of its initial written submission to the other party within 3 days following submission to the arbitrator. Such submission will include the amount of the allocation to covered services the submitting party believes to be appropriate and such other facts and evidence that support the position of the submitting party. Each party shall thereafter have the right but not the obligation, to file a reply to the other party's initial written submission within 5 days of its receipt of the other party's initial written submission.

Upon the request of either party, the arbitrator may extend the time limitations of this subsection E at his or her discretion. Unless further written materials are requested by the arbitrator, no further submissions shall be permitted. In any arbitration under this subsection E involving a Producer who is an authorizer to the JPC, the JPC shall be entitled to receive copies of documents, notices, and awards rendered in such proceedings, subject to the same confidentiality restrictions as agreed by the parties to the proceeding or ordered by the arbitrator. Such documents, notices and awards will be provided to the JPC legal counsel by SAG-AFTRA within 30 days following an award. The submissions and awards relating to such proceedings shall not be published or otherwise made available beyond (a) the JPC's legal counsel, and (b) SAG-AFTRA.

Unless an authorizer that is a party to an arbitration hereunder objects, such submissions and awards relating to such proceedings may also be made available to (a) any JPC authorizer that subsequently becomes a party to an arbitration hereunder or receives a notice to meet and confer hereunder, or (b) any JPC authorizer that represents an advertiser that is not an authorizer that subsequently becomes a party to an arbitration hereunder or receives a notice to meet and confer hereunder. Except as otherwise provided by this subsection E, such arbitration will be conducted in accordance with the provisions of this Section 63 and, to the extent not inconsistent, the Labor Arbitration Rules of the American Arbitration Association. With the exception of cases involving fraud or undisclosed conflict of interest, no proceeding to vacate an arbitration award issued pursuant to this subsection E shall be permitted.

Any decision of an arbitrator hereunder shall be final and binding upon all parties to the proceeding and judgment upon such award may be entered by any party in the highest court of the forum, State or Federal, having jurisdiction.

- F. SAG-AFTRA shall be an *ex-officio* party to all arbitration proceedings hereunder in which any Performer is involved and may do anything which a Performer named in such proceeding might do. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings and copies of all motions, actions or

proceedings in court following the award, shall be promptly filed with SAG-AFTRA.

- G. Nothing herein contained shall be deemed to give the arbitrator(s) the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.
- H. It is the policy of the Union not to process unduly late claims. Claims regarding audition, travel or recording-related session claims (e.g., overtime, change of Performer category at the recording session, etc.) shall be submitted to Producer no later than 6 months from the date of such audition, travel or session, or, if the claim is related to payment, 6 months from the date the payment is made. It shall be the understanding of the parties that the term "recording-related session claims" is meant to identify those session-related claims where the Contract violation can be ascertained at the time of session or at the time that the session payment is received.
- I. Any and all waivers and/or arbitration decisions rendered under this Contract, regardless of whether any JPC authorizer is a party to such decision, shall be immediately provided to the JPC upon receipt by the Union. Such copies shall be sent to the JPC c/o Reed Smith, LLP, Attn: Douglas J. Wood, 599 Lexington Avenue, New York, NY 10022.

64. SEPARABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Agreement would have been accepted even if such invalid provisions had not been included.

65. SAG-AFTRA HEALTH FUND AND AFTRA RETIREMENT FUND

- A. With respect to services performed under this Agreement and with respect to commercials produced under this Agreement and broadcast on and after April 1, 2016, the Producer shall pay to the SAG-AFTRA Health Fund and AFTRA Retirement Fund (the "Funds") and the AFTRA Industry Cooperative Fund (the "AFTRA ICF") (collectively the "Funds"), and to any successor of any of the Funds, a sum equal to 18% of the gross compensation (as herein defined) paid to each Performer (including deceased performers) for such services and/or the use of such commercials. The parties hereby agree that:
 - 1. 17.25% of such contributions shall be allocated to the Funds;
 - 2. .50% to the AICF; and
 - 3. .25% to the Administrative Maintenance Fund (defined below).

Producer's obligation to pay such sum shall apply to the Performer's gross compensation, including talent agent's commission (it being understood that nothing in this Agreement shall be construed as requiring Producer to pay a talent agent's commission), without any deductions whatsoever whether pursuant to oral or written contracts entered into on or after April 1, 2016. Contributions shall in all cases be made for and credited to the account of specified employees in the unit represented by SAG-AFTRA.

Effective January 1, 2012, no Producer shall be obligated to make Health & Retirement contributions on behalf of any individual performer on gross compensation in excess of one million dollars (\$1,000,000) for covered services in a contract year where all such compensation has been paid on the basis of a single contract with a single Producer.

- B. Where Producer borrows acting services from a signatory "loanout" company, or enters into a contract with a performer under which covered services and non-covered services are to be provided, the following shall apply:
 - 1. In cases when a Performer's personal services agreement or loan-out agreement allocating a portion of the Performer's compensation between performing services covered by this Agreement ("covered services") and all other services ("non-covered services"), such allocations must be stated in the agreement as either a flat amount or as a percentage of the total compensation.

With respect to such allocations, the Guidelines for Allocations in Overscale Agreements, detailed in Exhibit F on Page 96, have been agreed upon between SAG-AFTRA and Producer to provide non-binding guidance in determining such allocations (the "Allocation Guidelines").

Producer shall designate multi-service contract status on the contribution remittance reports filed with the Funds when contributions are tendered in connection with services related to a multiple-service agreement [See Exhibit B on Page 89]. Producer agrees to provide unredacted copies of all contracts relating to services provided under such multiple-service agreements to SAG-AFTRA and to the Funds at the time of submission of initial contribution reports to the Funds or, should Producer fail to do so, Producer agrees to provide such unredacted copies upon SAG-AFTRA's or the Funds' written request. If justified by unusual circumstances, Producer may request that SAG-AFTRA's or the Funds' representatives inspect the agreements at a mutually-agreed location in *Los Angeles* or *New York*. SAG-AFTRA will be entitled to demand unredacted copies of agreements inspected if needed solely for the purpose of arbitrating a dispute hereunder. As a condition of providing any copies of contracts, Producer may require that either or both SAG-AFTRA and the Funds execute a Confidentiality Agreement substantially in the form attached hereto as Exhibit G on page 97.

Where non-covered services are involved and there is a dispute between SAG-AFTRA and Producer over the portion of the compensation allocated to covered services, the parties will use their reasonable efforts to negotiate a mutually agreeable allocation and failing to come to an agreement, the dispute will be resolved pursuant to the arbitration provisions contained in Section 63 of the Agreement. In any such arbitration, the performer's "customary salary" for performing services and the Allocation Guidelines shall be given substantial consideration in resolving such dispute. The arbitrator shall also consider the weighting of services between covered and non-covered services, and may also consider any other evidence submitted by the parties that the arbitrator deems to be probative."

2. The Producer shall have the obligation to make the contributions directly to the Funds whether the Agreement is with the Performer or with the Performer's loanout company.
 3. Claims against Producer for health and retirement contributions on behalf of Performers borrowed from a loanout company, or claims against Producer on behalf of Performers employed directly by the Producer, must be brought within 4 years from the date of filing of the compensation remittance report covering such Performers.
 4. Any claims for contributions not brought within the 4 year period referred to in subsection 3. above shall be barred.
- C. The Trust Funds shall be administered under the AFTRA Retirement Fund Agreement and Declaration of Trust, dated November 16, 1954, and the AFTRA Health Fund Agreement and Declaration of Trust dated November 16, 1954 and effective January 1, 2017 its successor health plan created by the SAG-AFTRA Health Fund Trust Agreement and as thereafter amended, which Agreements and Declarations of Trust is hereby ratified and confirmed, and is made a part of this Agreement with the same force and effect as though fully set forth herein. The said Agreements and Declarations of Trust shall provide, among other things:
1. That the Retirement Funds be administered by 20 named Trustees, 10 designated by producers and 10 designated by SAG-AFTRA, and the Health Fund be administered by 40 named Trustees, 20 designated by producers and 20 designated by SAG-AFTRA.
 2. That SAG-AFTRA may, at any time at its discretion, on written notice to all the Trustees then in office, appoint a successor or successors for any one or more of the SAG-AFTRA Trustees named in said Agreements and Declarations of Trust. The written notice shall contain the names of the new Trustees and the names of the Trustees whom they replace. In the event of the death, resignation or permanent disability of a Producer Trustee, the remaining Producer Trustees shall designate a successor as prescribed in said Agreements and Declarations of Trust. The Trustees shall act by majority vote as prescribed in said Agreements and Declarations of Trust.
 3. That employers having collective bargaining agreements with SAG-AFTRA (other than the AFTRA Codes of Fair Practice for Network Television Broadcasting, Transcriptions, Commercial Network Radio and Sustaining Radio or any other or future SAG-AFTRA code to which the said Agreements and Declarations of Trust is annexed or in which it is incorporated by reference with the approval of the Trustees) may, with the unanimous approval of the Trustees, become contributing Producers and parties to the Trust Agreements; and by agreeing to be bound by the Agreements and Declarations of Trust,

such other Producers thereby appoint the Producer Trustees named in the Agreements and Declarations of Trust and/or their successors.

4. That the plan of pension benefits adopted thereunder shall be subject to the approval of the Internal Revenue Service as a qualified plan. If any part of the plan is not approved by the Internal Revenue Service, the plan shall be modified by the Trustees, but subject to the limitations set forth in this agreement, to such form as is approved by the Internal Revenue Service.
 5. That no portion of the contributions may be paid or revert to any Producer.
 6. That the Trustees of the Funds, acting as agents for the signatories of this Contract and not as fiduciaries of the Funds, shall be authorized to allocate contributions made hereunder between the Health Fund and the Retirement Fund, and between those Funds and to any successor Fund, in amounts (expressed as dollars or percentages) that they may consider necessary and appropriate.
- D.** Each Producer shall furnish the Trustees the information pertaining to the names, job classifications, Social Security numbers and wage information for all Performers covered by this Agreement, together with such other information as may be reasonably required for the proper, low cost and efficient administration of the SAG-AFTRA Health Fund and AFTRA Retirement Fund. Producer agrees to furnish a remittance report and to pay to the appropriate SAG-AFTRA Health Fund office and AFTRA Retirement Fund office the contribution specified in Section 65.A. above not later than 15 working days, (or a later date if agreed to by SAG-AFTRA) after the date payments are due as set forth in Section 1 of this Agreement.
- E.** These provisions for the SAG-AFTRA Health Fund and AFTRA Retirement Fund are in addition to (and not in substitution in whole or in part for) any existing pension and/or welfare funds covering any of the Performers under this Agreement; and no Performer shall lose, in whole or in part, any of the Performer's rights or privileges under such other pension and/or welfare funds by virtue of receiving or being entitled to receive benefits under the SAG-AFTRA Health Fund and AFTRA Retirement Fund; nor may any payments, rights or privileges available to a Performer under the SAG-AFTRA Health Fund and AFTRA Retirement Fund be credited to any payments, rights, or privileges under any other pension and/or welfare funds and vice versa. Based on the representations of advertising agencies which sign Letters of Adherence that none of the Performers covered by this Agreement are within the coverage of any existing pension and/or welfare funds maintained by advertising agencies and/or advertisers, the provisions of this Section 65 are not intended to apply to such advertising agencies and/or advertisers. Nothing herein shall preclude the Health Fund from applying coordination of benefits and/or subrogation provisions.
- F.** No part of Producer's contributions or the Performer's benefits from the SAG-AFTRA Health Fund and AFTRA Retirement Fund (a) may be credited against the Performer's overscale compensation or against any other benefits or emoluments whatsoever that the Performer may be entitled to, no matter what form such other benefits or emoluments may take, or (b) are subject to any talent agency commission, or other deduction.
- G.** Producers and SAG-AFTRA hereby ratify and confirm the action of the Trustees of the SAG-AFTRA Health Fund and AFTRA Retirement Fund in amending the existing Agreements and Declarations of Trust, dated November 16, 1954, to provide coverage for the benefit of SAG-AFTRA employees and employees of the AFTRA Retirement Funds upon terms and conditions established by the Trustees.
- H.** Wherever the phrase "Agreement and Declaration of Trust" is used in this Section 65, the Trustees shall have the right in their discretion to construe said phrase as also meaning the plural.
- I.** The Administrative Maintenance Fund ("AMF") shall be utilized solely for the JPC costs (including, but not limited to Contract administration, legal fees, consultant fees, staff costs, and labor relations), and disputes and grievances between the JPC and the Union. Producers agree monies in the AMF will not be used to support non-union productions, discourage or undermine membership in the Union, or fund any actions or activities, other than those taken in connection with the administration or negotiation of the Contract, that are adverse to the interests of the Funds, the Union or the Union's members including, but not limited to, litigation, administrative proceedings, lockouts or strikes, and legislative activities.

The AMF contributions shall be submitted to the SAG-AFTRA Health Fund and AFTRA Retirement Fund ("Funds") together with all other benefits as delineated in the Contract. The AMF shall pay to the H&R Funds all costs incurred by the Funds in connection with the administration, receipt and distribution of the AMF contributions, provided that the Funds have agreed in writing to receive and distribute the AMF

contributions as set forth herein. The Funds shall distribute the AMF contributions to the JPC in accordance with the written agreement between the ANA and the Funds c/o the Association of National Advertisers (“ANA”) at 708 Third Avenue, New York, New York 10017 Attn: Chief Financial Officer (“CFO”).

All AMF contributions shall be held in a segregated account by the ANA and administered as determined by the ANA subject to and in accordance with the requirements set forth hereunder. The ANA CFO shall also be the AMF Administrator. In the event any Producer is delinquent in submitting the required contribution to AMF, the AMF Administrator shall have the authority to recover any contributions, along with any attorney fees, court costs, and interest at one percent (1%) per month from the delinquent Producer. The enforcement for the delinquent contributions to the AMF shall be the sole responsibility of the AMF, not the Union. The JPC, at its sole expense, shall retain a reputable independent auditor and provide to the Union a copy of the annual audit detailing the AMF receipts and expenditures including, but not limited to, all contributions to and expenses of the AMF. The independent auditor shall additionally provide its professional opinion to the Union as to whether the AMF’s expenditures are consistent with the limitations as set forth in this subsection. The JPC agrees to defend, indemnify and hold harmless the Union and the H&R Funds from any and all claims, actions and/or proceedings arising out of or in connection with any aspect of the creation, administration or maintenance of the AMF including, but not limited to, any claims pertaining to the obligation of Producers to contribute to the AMF or the use of AMF contributions

66. PUBLIC SERVICE ANNOUNCEMENTS / GOVERNMENT AGENCY MESSAGES

In seeking a waiver for public service messages, Producer shall obtain the consent of the Union before seeking the consent of a Performer. The Union, cognizant of the importance of public service announcements and government agency messages to the welfare of our Country, will follow a liberal policy in granting waivers of additional compensation for the use of messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, non-profit public service organizations, charities, and museums. The Federal, State or local governmental agencies, non-profit public service organizations, charities, or museums that are the subject of the public service announcement or government agency message shall be permitted to display advertiser logos/IDs on their website (including on the landing page). Producer shall obtain the Performers’ consent to the presence of advertiser logos/IDs on the landing page at the time of engagement. Producer may include such agreement in the Special Provisions section of the applicable employment contract.

Provided that a Performer consents in writing to the waiver of additional compensation beyond the amounts set forth below, the Union will grant the right to unlimited national use of the message for one (1) year beginning with the first air date; provided, however that Producer may request a waiver for such fees from celebrities:

Actors, Announcers		\$674.47
Solos, Duos		700.37
Group Singers	3-5	456.62
	6-8	365.24
	9 or more	228.45

Additional one-year use periods will be granted by the Union contingent upon Performer's written consent.

All media time must be donated. Should the public service announcement or government agency message be utilized on purchased time, the waiver of additional compensation for the use of such messages will be revoked and full use and reuse fees must be paid to the performer(s) in accordance with the applicable provisions of the Contract beginning with the first use on purchased media time, subject to Section 33, Maximum Period of Use of Commercials – Actors, Announcers and Singers.

The Union waives the application of this Contract to persons regularly employed by and volunteers regularly serving a sponsoring organization, as well as members and beneficiaries of such organization. As used herein, the term “beneficiary” shall apply only to non-profit public service organizations and 501(c)(3) charities, and shall mean a person for whose benefit the organization is authorized to receive and disburse funds and/or benefits in accordance with such organization’s stated purpose.

Ad Council public service announcements may contain solicitations for donations. Other non-profit organizations who are not members of the Ad Council may apply for a similar waiver by utilizing the “PSA Waiver Template” attached as Exhibit H.

67. LETTERS OF ADHERENCE

The term "Producer" as used in this Agreement includes advertising agencies who sign the Letter of Adherence. Producers may sign Letters of Adherence and such Letters of Adherence are binding obligations, and must be delivered to SAG-AFTRA, and shall be in the following form:

This will set forth our understanding and agreement, and acknowledge receipt of a copy of:

2016 SAG-AFTRA AUDIO COMMERCIALS CONTRACT

We acknowledge receipt of a copy of the 2016 SAG-AFTRA Audio Commercials Contract Memorandum of Agreement & Summary (the "Audio Contract") and we are familiar with the terms of all the documents.

We join in the desire to promote stability in the Industry and to maintain harmonious relations with the Screen Actors Guild-American Federation of Television & Radio Artists ("SAG-AFTRA") and its members. To that end, we hereby become a party to and agree to abide by and conform to all of the terms and conditions of the aforementioned Audio Contracts on our own behalf and on behalf of advertisers for whom commercials are produced by or through our company. We also specifically agree to abide by the arbitration provisions of the Audio Contracts which require that all disputes and controversies of every kind and nature whatsoever arising out of or in connection with the Audio Contracts be resolved by binding arbitration, except as otherwise provided herein and by the Audio Contracts themselves.

Without limiting the generality of the foregoing, we agree expressly for the benefit of SAG-AFTRA and all persons covered by the terms of the aforementioned Audio Contracts that we will make the required payments as provided, and that we will make all Social Security, withholding, unemployment insurance and disability insurance payments required by law with respect to said payments. It is further agreed that we will make all appropriate contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund required under the aforementioned Audio Contracts with respect to such payments. It is expressly understood and agreed that our right to utilize such commercials shall be subject to and conditioned upon prompt payment by us of any payments due, and SAG-AFTRA shall be entitled to injunctive relief in the event such payments are not made.

SAG-AFTRA reserves the right to reject or revoke the signatory status of any company if it determines that such company is not a *bona fide* producer of commercials covered by the Audio Contracts.

We are enclosing two (2) copies of this Letter of Adherence. Kindly complete and sign one copy and return immediately to: **SAG-AFTRA, Commercials and Corporate/Educational & Non-Broadcast Contracts, 1900 Broadway, 5th Floor, New York, NY 10023.**

IN WITNESS HEREOF, the parties have each executed this Contract.

Accepted and Agreed:

(Company Name)

By: _____
(Authorized Signature)

(Print Signer's Name and Title)

(Date of Signature)

(Street Address)

(City, State, Zip Code)

(Phone)

(Fax)

(Fed Tax ID)

SAG-AFTRA

By: _____
(Signature)

(Print Signer's Name and Title)

<p>Please check correct box below</p> <p><input type="checkbox"/> <i>Advertising Agency</i></p> <p><input type="checkbox"/> <i>Advertiser</i></p>
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68. REASON FOR AGREEMENT

This Agreement is an agreement drafted after conferences and negotiations, and represents a fair and amicable adjustment of the minimum wages and working conditions of commercial recording Performers, thus insuring more stable, harmonious and ethical conditions in the industry.

69. EMPLOYMENT OF MINORS

A. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

1. The performance environment is proper for the minor;
2. The conditions of employment are not detrimental to the health, safety, education or to the morals of the minor, as defined in the Penal Code of the state in which the work is performed. It is the intent that the best interest of the minor be the primary consideration of the parent and the adults in charge of commercial production, with due regard to the age of the minor. As used in this section, the term "parent" shall be deemed to include "guardian."

B. Definition of Minor

The term "minor" as used herein means any principal performer defined as a minor under the employment laws of the State governing his or her employment and in any event shall include any performer 15 years of age or younger.

C. Interviews

Calls for interviews for children of school age shall be after school hours, provided such calls are completed prior to 8:00 p.m. 2 adults must be present at and during any such call involving a minor. Producer shall conduct interviews in a manner which protects the health, well-being and dignity of the minor.

D. Engagement

1. Producer shall advise parent of the minor of terms and conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, etc.) to the extent they are known at the time of the hiring.
2. Prior to the first date of the engagement, parent shall obtain, complete and submit to Producer or Producer's representative the appropriate documents required by state and local law related to the employment of the minor.

E. Supervision

1. Parent must be present at all times and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent will not interfere with the production. Parent will not bring other minors not engaged by Producer to the studio or location.
2. No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
3. When a Producer engages a minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual. A copy of the teacher's/tutor's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection.
4. Guardian, as that term is used in this Section 69, must be at least 18 years of age and have the written permission of the minor's parent(s) to act as guardian.
5. When a minor is required to travel to or from a location, Producer shall provide the minor's parent with the same transportation, lodging and per diem meal allowance provided to the minor.
6. Whenever Federal, State or Local laws so require, a qualified child care person (e.g., LPN, RN, or social worker) shall be present on the set during the workday.
7. Any performer under the age of 17, shall have the right to be accompanied by a parent or guardian at all times.

F. Work Hours and Rest Time

1. The work day for minors shall begin no earlier than 7:00 a.m. for studio productions (6:00 a.m. for location productions) and shall end no later than the time specified below:
 - a. For minors under 6 years of age - 7:00 p.m.
 - b. For minors 6 years of age and older - 8:00 p.m. on days preceding school days and 10:00 p.m. on days preceding non-school days.
2. Maximum work time for minor shall not exceed that provided by the laws of the state governing his or her employment, but in no event shall exceed 6 hours for minors under 6 years of age and 8 hours for minors 6 years of age and older. A minor shall be given a 15 minute rest break in every 2-hour period of the work day. Work time shall not include meal time but shall include such mandatory 15-minute break.
3. A minor shall receive a 12-hour rest break at the end of his or her work day and prior to the commencement of his or her next day of work for the same employment.
4. The Union will follow a liberal policy in granting waivers for any exception to the foregoing provisions of this subsection F, if parent has been fully informed of the circumstances and granted advance consent.

G. Child Labor Laws

1. Producer agrees to determine and comply with all applicable child labor laws governing the employment of the minor and, if one is readily available, shall keep a summary of said laws in the production office.
2. Any provision of this Section 69 which is inconsistent and less restrictive than any other child labor law or regulation in the applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

H. Minor's First Employment

At or before the time of employment contract of any minor is delivered to the parent, Producer shall provide the parent with a copy of the text of the working conditions contained in this Section 69. This provision shall not apply with respect to any minor who has been previously employed under an SAG-AFTRA collective bargaining agreement.

I. Inconsistent Terms

The provisions of this Section 69 shall prevail over any inconsistent and less restrictive terms contained in any other sections of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such sections.

70. PRODUCTION STAFF

- A. The following persons shall not be employed as Performers with respect to the production of any commercial: persons on the payroll of the advertising agency; staff or crew of the production company; or any person involved in the casting process. This provision shall not be applicable to (a) Actor/Directors, Actor/Writers, or Actor/Producers or Singers engaged in similar activity, or (b) in emergencies.
- B. Producer shall pay to the Union as liquidated damages an amount equivalent to the minimum applicable session fee for each commercial for which such person is employed during a single engagement, up to a maximum of two such session fees, but not less than \$150.00.

71. PROFESSIONAL RECOGNITION – PREFERENCE OF EMPLOYMENT

- A. In recognition of the services performed by professional performers, Producer agrees that in the hiring of performers, for work to be performed within the applicable zone (referred to in Subsection C hereof), preference will be given to qualified professional performers. A "qualified professional performer," for the purpose of this Section 71, is a person who has had prior employment as a performer in the entertainment industry (including television, radio, sound recordings, motion picture, stage, night club, and the like) at least once during the period of 3 years prior to the date of the proposed employment; however, employment under the exceptions provided in Section 71.D.1.a or employment under comparable exemptions of SAG-AFTRA's past or present Television or Corporate/Educational/Non-Broadcast/Industrial Contracts shall not constitute prior employment for this purpose.

- B.** The obligation of Producer to give preference to qualified professional performers shall require the employment of a qualified professional performer, unless no qualified professional performer of the type required is reasonably and readily available to Producer through the use of the present hiring practices generally and customarily followed by the industry in the employment of such performers. If a qualified professional performer is reasonably and readily available to Producer for employment in the locality where Producer's studio is based, performer shall be deemed available regardless of the place within the applicable zone at which the services are to be performed.
- C.** The provisions of this Section 71 shall not apply where services are performed at locations beyond the following preference zones in areas where the Union maintains offices:

*Atlanta, GA	100 miles from center of city
Boston, MA	100 miles from center of city
Chicago, IL	100 miles from center of city
Cincinnati, OH	100 miles from center of city
*Cleveland, OH	100 miles from center of city
Coral Gables, FL	150 miles from center of city
Denver, CO	150 miles from center of city
Dallas, TX	100 miles from center of city
Detroit, MI	100 miles from center of city
Honolulu, HI	100 miles from center of city
Kansas City, MO	100 miles from center of city
Los Angeles, CA	300 miles from center of city
Miami, FL	100 miles from center of city
Minneapolis, MN	100 miles from center of city
Nashville, TN	100 miles from center of city
New York, NY	100 miles from center of city
Orlando, FL	100 miles from center of city
Philadelphia, PA	100 miles from center of city
Pittsburgh, PA	100 miles from center of city
St. Louis, MO	100 miles from center of city
San Francisco, CA	100 miles from center of city
*San Juan, PR	100 miles from center of city
*Seattle, WA	100 miles from center of city
*Tucson, AZ	150 miles from center of city
Washington, DC	100 miles from center of city
Wilmington, NC	100 miles from center of city

In the event the Union establishes offices in cities other than those listed above, and Producer claims that there is not a sufficiently large professional talent pool in the area of any office hereafter established by the Union to warrant application of Preference of Employment, or if Producer so claims with respect to any of the 5 cities identified by an asterisk above, the matter shall be submitted to the Industry-Union Standing Committee for determination. The Union shall notify the Joint Policy Committee in writing whenever it establishes an office in any city not listed above. Preference of Employment shall apply in an area within 100 miles of the center of each such city from and after the 60th day of such notification.

D. Exclusions and Exceptions

1. There shall be automatically excluded from the provisions of this Section 71 the following:
 - a. Persons who portray themselves who participate in the giving of a testimonial or endorsement;
 - b. The first employment within the studio zone of a person whom Producer represents in writing to the Union (a) has had sufficient training so as to qualify for a career as a professional performer, and (b) intends to pursue currently the career of a professional performer and intends to be available currently for employment in the industry. (An academic degree in Drama shall be deemed to be included in the term "sufficient training.");
 - c. Children under the age of 7 years.
2. Producer agrees to promptly report to the Union each hiring under the provisions of this subsection D, together with the reasons why the person so employed comes within the provisions of this subsection.

3. If a performer is employed under one or more of the exceptions provided in subsections A-C, the obligation to give preference to qualified professional performers shall nevertheless be applicable to any subsequent employment of such performer by Producer.
- E. It is expressly understood and agreed that nothing contained in this Section 71 shall alter or modify Producer's exclusive right to cast any and all performers performing services for Producer.
 - F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by Producer of the provisions of this Section 71. It is therefore agreed that Producer will pay to the Union, as liquidated damages, the sum of \$150.00 for each breach by Producer of any of the provisions of this Section 71. The hiring by a Producer of a person other than a qualified professional performer, in violation of the provisions hereof, shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. Provided the Union has been notified by Producer in writing of the hiring of a performer pursuant to Section 71.D, then claim of breach must be initiated in writing by the Union within 60 days thereafter or the claim is invalid.
 - G. All disputes under this Section 71 shall be resolved by arbitration.
 - H. Employment of a performer who is ineligible to work in the United States by reason of visa status shall be a violation of the provisions of this Section 71 and the liquidated damages provided in subsection F shall be applicable.

72. MOST FAVORED NATIONS

The Union agrees to apply the same Contract provisions and waivers to all employers who become JPC authorizers after the commencement date of the Contract. The Union agrees that it will notify the JPC of any contracts entered into with and/or waivers granted to other employers that have provisions more favorable than this Contract. The JPC may, at its election, extend such terms to JPC authorizers, including any terms and conditions of such waiver or contract terms. The foregoing shall not apply with respect to local or regional codes or to terms negotiated with local or regional advertisers or agencies.

73. ALTERNATE METHOD OF COMPENSATION

The parties will study alternative methodologies for calculating fees due to principal performers appearing in commercials. In addition, over the 2016 to 2019 term of this Contract, the parties agree to conduct a study of industry and technological changes so that the parties may consider the results of such study at a future negotiation. The bargaining parties will use good faith efforts to begin the project within 90 days of the conclusion of negotiations with the goal of completing the project not later than August 1, 2018. The parties shall each recommend to their respective trustees that the AICF and IACF approve funding for the project. The parties shall proceed on these studies on the basis of mutual cooperation and agreement.

SIDELETTER #1

**Association of National
Advertisers, Inc.**
708 Third Avenue
New York, NY 10017
Phone: 212-697-5950
Fax: 212-867-6689



**American Association of
Advertising Agencies**
405 Lexington Avenue
New York, NY 10174
Phone: 212-682-2500
Fax: 212-682-8391

c/o Douglas J. Wood, Esq.
Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

April 1, 2013

David P. White
National Executive Director
SAG-AFTRA
5757 Wilshire Blvd., 8th Floor
Los Angeles, CA.90036

Re: INDUSTRY-UNION COLLABORATION REGARDING SPANISH LANGUAGE
COMMERICALS

Dear David:

The JPC will use best efforts to facilitate dialogue among SAG-AFTRA, the Spanish-language performer community, the Association of Hispanic Advertising Agencies, JPC authorizer advertisers and agencies who are active in Spanish-language marketing, and such additional third parties (*e.g.*, marketing firms, payroll houses, production companies) as the parties may mutually agree upon, with the objective of finding ways to expand the production of Spanish-language commercials under the SAG-AFTRA Radio Recorded Commercials Contract.

Specifically, the JPC and SAG-AFTRA shall coordinate meetings at least annually at which the above-referenced participants shall endeavor to establish reasonable and specific action items designed to promote union-covered Spanish-language commercial production. Where the JPC and SAG-AFTRA mutually agree on the desirability and reasonableness of such action items, they shall use best efforts to cooperate in the achievement of those action items.

Very truly yours,

Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

SIDELETTER #2



April 1, 2009

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Re: RADIO STREAMING OF COMMERCIALS

Dear Doug:

SAG-AFTRA will continue to engage in interest-based discussions with the industry to address the issue of streaming of Radio Commercials.

These discussions began during the 2009 negotiations of the Radio Recorded Commercials Contract.

Very Truly Yours,



David P. White
National Executive Director
SAG-AFTRA

SIDELETTER #3



April 1, 2013

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Re: GRP, CLEARINGHOUSE, AND INTERNET/NEW MEDIA STUDIES


Dear Mr. Wood,

As reflected in the GRP and Clearinghouse Letter Agreement, dated January 29, 2013, the parties agree that during the 2013 to 2016 term of this Contract, they shall conduct the Clearinghouse Project and the analysis of the adoption of the GRP-E compensation model as reflected in that letter. In addition, over the 2013 to 2016 term of this Contract, the parties agree to update the Internet and New Media Model Study to reflect industry and technological changes. Should the parties, upon the conclusion of that update, identify alternative payment structures for the Internet and/or New Media that they believe to be feasible, they may direct the consultant to more fully develop that alternative so that the parties may consider it at a future negotiation. The parties agree to recommend to the IACF and the AICF trustees that the IACF and AICF fund the updated Study as well as costs related to any further developments as a result of the study. The parties shall proceed on these studies on the basis of mutual cooperation and agreement.

Very truly yours,


SAG-AFTRA

ACCEPTED AND AGREED:
JOINT POLICY COMMITTEE



Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

SAG-AFTRA



David P. White
National Executive Director

SIDELETTER #4

Association of National Advertisers, Inc.
708 Third Avenue
New York, NY 10017
Phone: 212-697-5950
Fax: 212-867-6689



American Association of Advertising Agencies
405 Lexington Avenue
New York, NY 10174
Phone: 212-682-2500
Fax: 212-682-8391

c/o Douglas J. Wood, Esq.
Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

April 1, 2009

Mr. David P. White
National Executive Director
SAG-AFTRA
5757 Wilshire Blvd., 8th Floor
Los Angeles, CA.90036

Re: MONITORING

Dear David:

During negotiations between the JPC and AFTRA for the renewal of the AFTRA Radio Recorded Commercials Contract, the JPC and AFTRA agreed to jointly engage a consultant for the purpose of designing solutions for an automated monitoring system for both traditional and digital media. Such a consultant should collaborate with AFTRA and JPC representatives to devise specific recommendations on how to structure a system that meets the needs of both parties. The industry agrees to grant the consultant access to their current monitoring practices and to make their experts available for the study, subject to such reasonable measures as may be necessary to safeguard confidential and proprietary information. The JPC and AFTRA recommend that this initiative be financed by AICF grants.

To the extent that this Monitoring Study and the Television Commercials GRP Pilot Study are conducted by different consulting companies, or different teams within the same consulting company, the parties agree that the consultants shall all be required to cooperate and collaborate with one another to maximize the efficiency with which each consulting company or team accomplishes its work and to minimize the overall cost and burden to the parties. Specifically, the consulting companies or teams shall be required to share data and work product, identify common tasks and eliminate redundant efforts, coordinate schedules, and take such other reasonable measures as may facilitate the efficient completion of both studies.

The JPC also agreed to meet with AFTRA within ninety (90) days of the ratification of the 2009 Radio Recorded Commercials Contract to discuss feasible methods of providing additional information regarding the usage of commercials.

Very Truly Yours,

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

SIDELETTER #5



March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022

Re: EXPERIMENTAL COVERAGE WAIVER FOR COMMERCIALS

Dear Mr. Wood,

This letter will confirm the Union's agreement to an experimental waiver regarding coverage of persons in commercials. This waiver shall expire on March 31, 2019 and shall not be citable or precedential in future negotiations or in the interpretation of any other provision of the Contract.

This waiver will not apply with respect to those persons who are cast and/or who are scripted for the commercial(s).

A Producer of a commercial(s) may record activities of persons in public without covering such persons under the Contract, provided such persons are neither scripted to speak any dialogue nor cast for the commercial(s).

Notwithstanding the foregoing, this waiver is limited to the following:

- a. **Live Events** -- "Live Events" are events attended by at least 20 persons who are neither hired nor cast by Producer to attend the event. However, such Live Events (1) shall not be staged for the purpose of producing a commercial(s); and (2) non-covered participants at the live event may not receive individual direction but may be directed as a group.
- b. **Man on the Street Commercial** -- A "Man on the Street Commercial" means a commercial(s) where an interviewer interviews people on the street, at public venues, or at live events and asks them questions or makes statements or gestures to elicit a response or reaction from them. The interviewer is a Covered Person for purposes of the Contract whether or not they appear or perform in the commercial(s).
- c. **Hidden Recording Commercials** -- A "Hidden Recording Commercial" means a commercial(s) comprised of recordings captured by a hidden microphone(s) without direction to the individual(s) being recorded. An individual(s) performing in such footage shall not be a Covered Person(s) for purposes of the Contract. Any person(s) performing in the capacity of an interviewer(s), however, shall be a Covered Person(s) whether or not their performance remains in the commercial.

As a material condition of this waiver, Producer shall notify the Union that it has applied the waiver and provide the Union with an electronic or physical copy of the commercial(s) within 60 days of the first exhibition of the commercial.

Very truly yours,


David P. White
National Executive Director

SIDELETTER #6



March 31, 2016

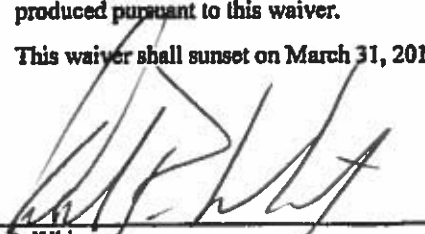
Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 23rd Floor
New York, NY 10022

Re: EXPERIMENTAL SOCIAL MEDIA WAIVER

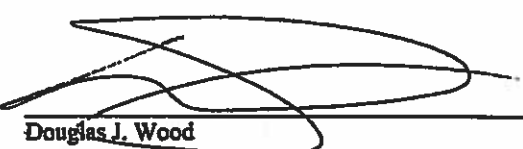
Dear Mr. Wood:

Notwithstanding anything to the contrary contained in this Contract, the following terms and conditions shall apply to Internet and/or New Media commercials produced for use on social media platforms (including, but not limited to, Facebook, Instagram, Vine, SnapChat, Tumblr, Twitter, and LinkedIn):

- (1) Producer may film and record multiple commercials for the same product, service or advertiser in a single session for a single session fee that may not be credited.
- (2) Each commercial shall have a 30-day use cycles and a one-year maximum period of use.
- (3) The fee per commercial for each 30-day cycle shall be 15% of a session fee.
- (4) Producer shall not obtain any exclusivity from principal performers and no holding fees shall be due to principal performers.
- (5) Section 24, Editing and Dubbing, Section 16.A.2. and Section 17.A.2. shall not apply to commercials produced pursuant to this waiver.
- (6) This waiver shall sunset on March 31, 2019.



David P. White
National Executive Director
SAG-AFTRA



Douglas J. Wood
Chief Negotiator
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

SIDELETTER #7



March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 23rd Floor
New York, NY 10022

Re: EXPERIMENTAL COVERAGE WAIVER FOR NON-PROFESSIONAL ENDORSERS

Dear Mr. Wood:

During the 2016 Commercials Contracts negotiations, the JPC contended that it was necessary for signatory Producers to engage non-performer testimonial endorsers without coverage of the collective bargaining agreement in certain circumstances. The Union expressed concern that allowing such non-coverage could negatively impact overall employment under the Commercials Contracts and result in the engagement of professional performers without coverage of the collective bargaining agreement, which the JPC confirmed is not the intent of allowing such provisions.

Nevertheless, on an experimental basis, and with a sunset date of March 31, 2019, the Union agrees that coverage shall be waived for persons providing testimonial endorsements ("endorsers") for a product, service or advertiser under the following conditions:

- (1) The employer is a JPC authorizer;
- (2) The resulting commercial complies, as applicable, with the Federal Trade Commission's Guides Concerning Use of Endorsements and Testimonials in Advertising;
- (3) The Producer must make clear in the casting notice, if any, and/or hiring process that Producer is seeking non-professionals;
- (4) The person has not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, or an entertainment program made for the Internet or New Media. The person shall sign a declaration in the form attached as Exhibit A, a copy of which shall be provided to the Union within sixty (60) days of the first airing of the commercial;
- (5) The person is not widely known to the public at large and does not qualify as a "celebrity" as that term is generally understood in the Industry;
- (6) The person's performance in the commercial consists of him or her describing their experiences and/or opinions of the product, service or advertiser being advertised. Any experiences and/or opinions must be independently verifiable and typical of those of a reasonable consumer in a similar situation would experience. The person may not deliver slogans or taglines;
- (7) Coverage shall also be waived for person(s) in the same commercial who have a relationship with the endorser (e.g., a family member or a treating physician appearing in the same commercial as a patient/endorser who is describing his or her experience with a life-saving medication). Such persons, however, must also qualify for a waiver of coverage under subsections (3), (4) and (5) of this sideletter;
- (8) Except as provided above, every other person in the commercial shall be covered by the full terms of the Commercials Contracts; and
- (9) In the event the foregoing conditions are not met, the person(s) shall be a covered person and receive the full benefit of the applicable Commercials Contract.

The foregoing waiver is intended to allow Producers the ability to create a commercial around the story of a particular non-professional user of an advertiser's product or service.

By way of example, the following commercials are examples of testimonials that would qualify under this waiver:

EXAMPLE: Advertiser solicits stories from its customers regarding their experience with the advertiser's stain removal stick. From among the stories received, the advertiser selects Kathleen, a non-professional, and decides to create a commercial regarding Kathleen and her story. In the commercial, Kathleen recounts her actual experience with the stain removal stick and describes how it saved the day when her daughter spilled ketchup on her prom dress right before going to prom. In the commercial both Kathleen and her daughter would not be covered persons under the Contract.

If advertiser had selected a professional from among the stories received, such professional would be a covered person.

If instead the advertiser elected to cast professional performers to tell Kathleen's story, the commercial would not qualify.

EXAMPLE: A commercial featuring Mike who received lifesaving treatment at a hospital, together with his treating physician and his mother. In the commercial, Mike discusses his experience at the hospital; the doctor discusses the treatment that saved Mike's life, and the mother discusses how the physician and hospital saved her son. Mike, the physician and his mother are not covered persons under the Contract.

By way of example, the following are examples of commercials that would not qualify under this waiver:

EXAMPLE: A commercial where an advertiser removes the markings from a car and brings individuals in and asks them to examine the car and guess what the make of the car is. In this example, the individuals are not actual users of the car and therefore cannot provide a testimonial under FTC regulations.

EXAMPLE: Producer casts for "real people" who use the advertiser's toothpaste. Producer creates a commercial using Kim, a "real person" user of the toothpaste where she discusses general attributes and benefits of the toothpaste. Kim must be covered under the Contract because: (a) the casting notice was not specifically for a non-professional, and (b) she is not describing her actual and verifiable personal experience with the product as required by FTC regulations.

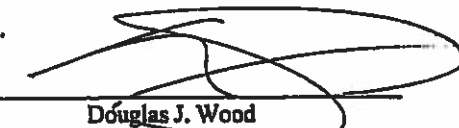
Very truly yours,

SAG-AFTRA, INC

By: 

David P. White
National Executive Director

ACCEPTED AND AGREED



Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

SIDELETTER #7

EXHIBIT A

Commercial Information	
Signatory Producer:	
Commercial Title:	
Advertiser:	
Product:	
Commercial AdID:	
Date(s) of Principal Phot.:	
Endorser Information	
Full legal name:	
Home Address:	
Tel./Email:	
I hereby certify to you as follows:	
<ol style="list-style-type: none">1. All of the statements attributed to me are expressions of my personal beliefs. I endorse the product(s) or service(s) advertised in the commercial, and prefer such product(s) or service(s) to other competitive brands. If applicable, I promise to comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising.2. I have not been paid to render services as a principal performer in a commercial, a play, a television program, a theatrical motion picture, or an entertainment program made for the Internet or New Media.	
Signature: _____ Date: _____	
NOTICE TO ENDORSER: The Producer of the commercial for which you are rendering services as a non-professional endorser is signatory to the SAG-AFTRA Audio Commercials Contract, which specifies terms and conditions of employment for performers rendering services on commercials made for radio, Internet and New Media exhibition. By executing this declaration, you are agreeing that the Producer need not comply with the SAG-AFTRA Audio Commercials Contract with respect to the terms and conditions of your employment. Accordingly, SAG-AFTRA will not represent you in the event of any dispute you may have with the Producer.	
NOTICE TO PRODUCER: Sideletter #7 to the SAG-AFTRA Audio Commercials Contract allows signatory producers to exclude non-professional endorsers from coverage of the contract under specific conditions. Please make sure you review Sideletter #7 and are familiar with its terms. If the requirements of Sideletter #7 are not met, you will be required to comply with the full terms and conditions of the SAG-AFTRA Audio Commercials Contract even if this declaration has been executed. As a material condition of this waiver, you are required to provide this declaration, fully completed and executed, to SAG-AFTRA within 60 days of the first airing of the commercial, to testimonials@sagaftra.org or by mail to Non-Professional Endorser Declarations c/o Lori Hunt, SAG-AFTRA, 5757 Wilshire Blvd, 7 th Floor, Los Angeles, CA 90036. If you do not, you will be required to comply with the full terms and conditions of the SAG-AFTRA Commercials Contract.	

SIDELETTER #8



March 31, 2016

Mr. Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations
c/o Reed Smith LLP
599 Lexington Avenue, 23rd Floor
New York, NY 10022

Re: CO-ED CONTRACT AND JCRC

Dear Mr. Wood:

At the 2016 Commercials Contracts negotiations, the Joint Policy Committee ("JPC") contended that determinations that may be reached under the Corporate Educational & Non-Broadcast Contract ("Co-Ed") regarding the definition of "commercial" as it appears in that contract may unfairly prejudice signatories to the Commercials Contracts and that such determinations should therefore be made exclusively by the Joint Commercial Review Committee under the Commercials Contract. The Union contended that the process by which agreements are reached under the Co-Ed is not a mandatory or proper subject of bargaining under the Commercials Contract.

Nevertheless, in the interest of achieving an amicable resolution to the negotiations, the Union agreed as follows: The Union agrees to notify the JPC in the event a claim is brought to the Co-Ed Industry Union Standing Committee regarding whether certain content constitutes a "commercial". In the event that a determination is made under the Co-Ed that certain content constitutes a "commercial" under that agreement, whether by agreement at the Industry Union Standing Committee or by arbitration, the Union will provide notice of that determination to the JPC. Furthermore, the Union and the JPC agree not to submit or otherwise rely upon such determination in any arbitration conducted under the Commercials Contracts.

Very truly yours,

SAG-AFTRA, INC

By: _____

David P. White
National Executive Director

ACCEPTED AND AGREED

Douglas J. Wood
ANA-4A's Joint Policy Committee
on Broadcast Talent Union Relations

WILD SPOT RATE SCHEDULES

TABLE		PAGE
A-13	13 WEEK WILD SPOT PAYMENT TABLE. Lineup of Cities Not Including New York, Chicago or Los Angeles	58
A-8	8 week wild spot payment table. Lineup of Cities Not Including New York, Chicago or Los Angeles	61
B-13	13 Week Wild Spot Payment Table. New York, Together with Other Cities (Excluding Chicago and Los Angeles)	64
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C-13	13 week wild spot payment table. Chicago or Los Angeles, Together with Other Cities (Excluding New York)	70
C-8	8 week wild spot payment table. Chicago or Los Angeles, Together with Other Cities (Excluding New York)	73
D-13	13 week wild spot payment table. Any Two of New York, Chicago or Los Angeles, Together with Other Cities	76
D-8	8 week wild spot payment table. Any Two of New York, Chicago or Los Angeles, Together with Other Cities	79
E-13	13 week wild spot payment table. New York, Chicago and Los Angeles, Together with Other Cities	82
E-8	8 week wild spot payment table. New York, Chicago and Los Angeles, Together with Other Cities	85

TABLE A-13

Wild Spot Payment Table

Lineup of cities not including New York, Chicago or Los Angeles

The rates in this table are for 13 weeks of use with respect to commercials used in any cities other than New York, Chicago and/or Los Angeles. For commercials scheduled in any 1, 2 or all 3 of such cities, see Tables B, C, D and E.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles each count for one unit except for the following which carry the unit count indicated.

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
1	298.10	219.62	194.37	172.38
2	302.49	221.90	196.32	174.10
3	306.88	224.18	198.27	175.82
4	311.27	226.46	200.22	177.54
5	315.66	228.74	202.17	179.26
6	320.05	231.02	204.12	180.98
7	324.44	233.30	206.07	182.70
8	328.83	235.58	208.02	184.42
9	333.22	237.86	209.97	186.14
10	337.61	240.14	211.92	187.86
11	342.00	242.42	213.87	189.58
12	346.39	244.70	215.82	191.30
13	350.78	246.98	217.77	193.02
14	355.17	249.26	219.72	194.74
15	359.56	251.54	221.67	196.46
16	363.95	253.82	223.62	198.18
17	368.34	256.10	225.57	199.90
18	372.73	258.38	227.52	201.62
19	377.12	260.66	229.47	203.34

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
20	381.51	262.94	231.42	205.06
21	385.90	265.22	233.37	206.78
22	390.29	267.50	235.32	208.50
23	394.68	269.78	237.27	210.22
24	399.07	272.06	239.22	211.94
25	403.46	274.34	241.17	213.66
26	406.76	276.29	242.67	215.16
27	410.06	278.24	244.17	216.66
28	413.36	280.19	245.67	218.16
29	416.66	282.14	247.17	219.66
30	419.96	284.09	248.67	221.16
31	423.26	286.04	250.17	222.66
32	426.56	287.99	251.67	224.16
33	429.86	289.94	253.17	225.66
34	433.16	291.89	254.67	227.16
35	436.46	293.84	256.17	228.66
36	439.76	295.79	257.67	230.16
37	443.06	297.74	259.17	231.66
38	446.36	299.69	260.67	233.16

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
39	449.66	301.64	262.17	234.66
40	452.96	303.59	263.67	236.16
41	456.26	305.54	265.17	237.66
42	459.56	307.49	266.67	239.16
43	462.86	309.44	268.17	240.66
44	466.16	311.39	269.67	242.16
45	469.46	313.34	271.17	243.66
46	472.76	315.29	272.67	245.16
47	476.06	317.24	274.17	246.66
48	479.36	319.19	275.67	248.16
49	482.66	321.14	277.17	249.66
50	485.96	323.09	278.67	251.16
51	489.26	325.04	280.17	252.66
52	492.56	326.99	281.67	254.16
53	495.86	328.94	283.17	255.66
54	499.16	330.89	284.67	257.16
55	502.46	332.84	286.17	258.66
56	505.76	334.79	287.67	260.16
57	509.06	336.74	289.17	261.66
58	512.36	338.69	290.67	263.16
59	515.66	340.64	292.17	264.66
60	518.96	342.59	293.67	266.16
61	522.26	343.69	294.62	267.11
62	525.56	344.79	295.57	268.06
63	528.86	345.89	296.52	269.01
64	532.16	346.99	297.47	269.96
65	535.46	348.09	298.42	270.91
66	538.76	349.19	299.37	271.86
67	542.06	350.29	300.32	272.81
68	545.36	351.39	301.27	273.76
69	548.66	352.49	302.22	274.71
70	551.96	353.59	303.17	275.66
71	555.26	354.69	304.12	276.61
72	558.56	355.79	305.07	277.56
73	561.86	356.89	306.02	278.51
74	565.16	357.99	306.97	279.46
75	568.46	359.09	307.92	280.41
76	571.76	360.19	308.87	281.36
77	575.06	361.29	309.82	282.31

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
78	578.36	362.39	310.77	283.26
79	581.66	363.49	311.72	284.21
80	584.96	364.59	312.67	285.16
81	588.26	365.69	313.62	286.11
82	591.56	366.79	314.57	287.06
83	594.86	367.89	315.52	288.01
84	598.16	368.99	316.47	288.96
85	601.46	370.09	317.42	289.91
86	604.76	371.19	318.37	290.86
87	608.06	372.29	319.32	291.81
88	611.36	373.39	320.27	292.76
89	614.66	374.49	321.22	293.71
90	617.96	375.59	322.17	294.66
91	621.26	376.69	323.12	295.61
92	624.56	377.79	324.07	296.56
93	627.86	378.89	325.02	297.51
94	631.16	379.99	325.97	298.46
95	634.46	381.09	326.92	299.41
96	637.76	382.19	327.87	300.36
97	641.06	383.29	328.82	301.31
98	644.36	384.39	329.77	302.26
99	647.66	385.49	330.72	303.21
100	650.96	386.59	331.67	304.16
101	654.26	387.69	332.62	305.11
102	657.56	388.79	333.57	306.06
103	660.86	389.89	334.52	307.01
104	664.16	390.99	335.47	307.96
105	667.46	392.09	336.42	308.91
106	670.76	393.19	337.37	309.86
107	674.06	394.29	338.32	310.81
108	677.36	395.39	339.27	311.76
109	680.66	396.49	340.22	312.71
110	683.96	397.59	341.17	313.66
111	687.26	398.69	342.12	314.61
112	690.56	399.79	343.07	315.56
113	693.86	400.89	344.02	316.51
114	697.16	401.99	344.97	317.46
115	700.46	403.09	345.92	318.41
116	703.76	404.19	346.87	319.36

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
117	707.06	405.29	347.82	320.31
118	710.36	406.39	348.77	321.26
119	713.66	407.49	349.72	322.21
120	716.96	408.59	350.67	323.16
121	720.26	409.69	351.62	324.11
122	723.56	410.79	352.57	325.06
123	726.86	411.89	353.52	326.01
124	730.16	412.99	354.47	326.96
125	733.46	414.09	355.42	327.91
126	736.76	415.19	356.37	328.86
127	740.06	416.29	357.32	329.81
128	743.36	417.39	358.27	330.76
129	746.66	418.49	359.22	331.71
130	749.96	419.59	360.17	332.66
131	753.26	420.69	361.12	333.61
132	756.56	421.79	362.07	334.56
133	759.86	422.89	363.02	335.51
134	763.16	423.99	363.97	336.46

Table A-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
135	766.46	425.09	364.92	337.41
136	769.76	426.19	365.87	338.36
137	773.06	427.29	366.82	339.31
138	776.36	428.39	367.77	340.26
139	779.66	429.49	368.72	341.21
140	782.96	430.59	369.67	342.16
141	786.26	431.69	370.62	343.11
142	789.56	432.79	371.57	344.06
143	792.86	433.89	372.52	345.01
144	796.16	434.99	373.47	345.96
145	799.46	436.09	374.42	346.91
146	802.76	437.19	375.37	347.86
147	806.06	438.29	376.32	348.81
148	809.36	439.39	377.27	349.76
149	812.66	440.49	378.22	350.71
150	815.96	441.59	379.17	351.66
For each unit in excess of 150, add the following:				
	3.30	1.10	0.95	0.95

TABLE A-8

Wild Spot Payment Table

Lineup of cities not including New York, Chicago or Los Angeles

The rates in this table are for 8 weeks of use with respect to commercials used in any cities other than New York, Chicago and/or Los Angeles. For commercials scheduled in any 1, 2 or all 3 of such cities, see Tables B, C, D and E.

In computing the applicable unit count, all cities other than New York, Chicago and Los Angeles each count for one unit except for the following which carry the unit count indicated.

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	4	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
1	298.10	219.62	194.37	172.38
2	301.61	221.79	196.22	174.02
3	305.12	223.96	198.07	175.66
4	308.63	226.13	199.92	177.30
5	312.14	228.30	201.77	178.94
6	315.65	230.47	203.62	180.58
7	319.16	232.64	205.47	182.22
8	322.67	234.81	207.32	183.86
9	326.18	236.98	209.17	185.50
10	329.69	239.15	211.02	187.14
11	333.20	241.32	212.87	188.78
12	336.71	243.49	214.72	190.42
13	340.22	245.66	216.57	192.06
14	343.73	247.83	218.42	193.70
15	347.24	250.00	220.27	195.34
16	350.75	252.17	222.12	196.98
17	354.26	254.34	223.97	198.62
18	357.77	256.51	225.82	200.26
19	361.28	258.68	227.67	201.90
20	364.79	260.85	229.52	203.54

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
21	368.30	263.02	231.37	205.18
22	371.81	265.19	233.22	206.82
23	375.32	267.36	235.07	208.46
24	378.83	269.53	236.92	210.10
25	382.34	271.70	238.77	211.74
26	384.98	273.55	240.19	213.16
27	387.62	275.40	241.61	214.58
28	390.26	277.25	243.03	216.00
29	392.90	279.10	244.45	217.42
30	395.54	280.95	245.87	218.84
31	398.18	282.80	247.29	220.26
32	400.82	284.65	248.71	221.68
33	403.46	286.50	250.13	223.10
34	406.10	288.35	251.55	224.52
35	408.74	290.20	252.97	225.94
36	411.38	292.05	254.39	227.36
37	414.02	293.90	255.81	228.78
38	416.66	295.75	257.23	230.20
39	419.30	297.60	258.65	231.62
40	421.94	299.45	260.07	233.04

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
41	424.58	301.30	261.49	234.46
42	427.22	303.15	262.91	235.88
43	429.86	305.00	264.33	237.30
44	432.50	306.85	265.75	238.72
45	435.14	308.70	267.17	240.14
46	437.78	310.55	268.59	241.56
47	440.42	312.40	270.01	242.98
48	443.06	314.25	271.43	244.40
49	445.70	316.10	272.85	245.82
50	448.34	317.95	274.27	247.24
51	450.98	319.80	275.69	248.66
52	453.62	321.65	277.11	250.08
53	456.26	323.50	278.53	251.50
54	458.90	325.35	279.95	252.92
55	461.54	327.20	281.37	254.34
56	464.18	329.05	282.79	255.76
57	466.82	330.90	284.21	257.18
58	469.46	332.75	285.63	258.60
59	472.10	334.60	287.05	260.02
60	474.74	336.45	288.47	261.44
61	477.38	337.50	289.37	262.34
62	480.02	338.55	290.27	263.24
63	482.66	339.60	291.17	264.14
64	485.30	340.65	292.07	265.04
65	487.94	341.70	292.97	265.94
66	490.58	342.75	293.87	266.84
67	493.22	343.80	294.77	267.74
68	495.86	344.85	295.67	268.64
69	498.50	345.90	296.57	269.54
70	501.14	346.95	297.47	270.44
71	503.78	348.00	298.37	271.34
72	506.42	349.05	299.27	272.24
73	509.06	350.10	300.17	273.14
74	511.70	351.15	301.07	274.04
75	514.34	352.20	301.97	274.94
76	516.98	353.25	302.87	275.84
77	519.62	354.30	303.77	276.74
78	522.26	355.35	304.67	277.64
79	524.90	356.40	305.57	278.54

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
80	527.54	357.45	306.47	279.44
81	530.18	358.50	307.37	280.34
82	532.82	359.55	308.27	281.24
83	535.46	360.60	309.17	282.14
84	538.10	361.65	310.07	283.04
85	540.74	362.70	310.97	283.94
86	543.38	363.75	311.87	284.84
87	546.02	364.80	312.77	285.74
88	548.66	365.85	313.67	286.64
89	551.30	366.90	314.57	287.54
90	553.94	367.95	315.47	288.44
91	556.58	369.00	316.37	289.34
92	559.22	370.05	317.27	290.24
93	561.86	371.10	318.17	291.14
94	564.50	372.15	319.07	292.04
95	567.14	373.20	319.97	292.94
96	569.78	374.25	320.87	293.84
97	572.42	375.30	321.77	294.74
98	575.06	376.35	322.67	295.64
99	577.70	377.40	323.57	296.54
100	580.34	378.45	324.47	297.44
101	582.98	379.50	325.37	298.34
102	585.62	380.55	326.27	299.24
103	588.26	381.60	327.17	300.14
104	590.90	382.65	328.07	301.04
105	593.54	383.70	328.97	301.94
106	596.18	384.75	329.87	302.84
107	598.82	385.80	330.77	303.74
108	601.46	386.85	331.67	304.64
109	604.10	387.90	332.57	305.54
110	606.74	388.95	333.47	306.44
111	609.38	390.00	334.37	307.34
112	612.02	391.05	335.27	308.24
113	614.66	392.10	336.17	309.14
114	617.30	393.15	337.07	310.04
115	619.94	394.20	337.97	310.94
116	622.58	395.25	338.87	311.84
117	625.22	396.30	339.77	312.74
118	627.86	397.35	340.67	313.64

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
119	630.50	398.40	341.57	314.54
120	633.14	399.45	342.47	315.44
121	635.78	400.50	343.37	316.34
122	638.42	401.55	344.27	317.24
123	641.06	402.60	345.17	318.14
124	643.70	403.65	346.07	319.04
125	646.34	404.70	346.97	319.94
126	648.98	405.75	347.87	320.84
127	651.62	406.80	348.77	321.74
128	654.26	407.85	349.67	322.64
129	656.90	408.90	350.57	323.54
130	659.54	409.95	351.47	324.44
131	662.18	411.00	352.37	325.34
132	664.82	412.05	353.27	326.24
133	667.46	413.10	354.17	327.14
134	670.10	414.15	355.07	328.04
135	672.74	415.20	355.97	328.94
136	675.38	416.25	356.87	329.84

Table A-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
137	678.02	417.30	357.77	330.74
138	680.66	418.35	358.67	331.64
139	683.30	419.40	359.57	332.54
140	685.94	420.45	360.47	333.44
141	688.58	421.50	361.37	334.34
142	691.22	422.55	362.27	335.24
143	693.86	423.60	363.17	336.14
144	696.50	424.65	364.07	337.04
145	699.14	425.70	364.97	337.94
146	701.78	426.75	365.87	338.84
147	704.42	427.80	366.77	339.74
148	707.06	428.85	367.67	340.64
149	709.70	429.90	368.57	341.54
150	712.34	430.95	369.47	342.44
For each unit in excess of 150, add the following:				
	2.64	1.05	0.90	0.90

TABLE B-13

Wild Spot Payment Table

New York, Together with Other Cities (Excluding Chicago and Los Angeles)

The rates in this table are for 13 weeks of use with respect to commercials used in New York, and not in Chicago or Los Angeles, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities other than New York, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	446.35	242.73	215.50	191.26
1	449.65	244.68	217.14	192.82
2	452.95	246.63	218.78	194.38
3	456.25	248.58	220.42	195.94
4	459.55	250.53	222.06	197.50
5	462.85	252.48	223.70	199.06
6	466.15	254.43	225.34	200.62
7	469.45	256.38	226.98	202.18
8	472.75	258.33	228.62	203.74
9	476.05	260.28	230.26	205.30
10	479.35	262.23	231.90	206.86
11	482.65	264.18	233.54	208.42
12	485.95	266.13	235.18	209.98
13	489.25	268.08	236.82	211.54
14	492.55	270.03	238.46	213.10
15	495.85	271.98	240.10	214.66
16	499.15	273.93	241.74	216.22
17	502.45	275.88	243.38	217.78
18	505.75	277.83	245.02	219.34

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
19	509.05	279.78	246.66	220.90
20	512.35	281.73	248.30	222.46
21	515.65	283.68	249.94	224.02
22	518.95	285.63	251.58	225.58
23	522.25	287.58	253.22	227.14
24	525.55	289.53	254.86	228.70
25	528.85	291.48	256.50	230.26
26	532.15	293.43	258.14	231.82
27	535.45	295.38	259.78	233.38
28	538.75	297.33	261.42	234.94
29	542.05	299.28	263.06	236.50
30	545.35	301.23	264.70	238.06
31	548.65	303.18	266.34	239.62
32	551.95	305.13	267.98	241.18
33	555.25	307.08	269.62	242.74
34	558.55	309.03	271.26	244.30
35	561.85	310.98	272.90	245.86
36	565.15	312.08	273.85	246.81
37	568.45	313.18	274.80	247.76

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
38	571.75	314.28	275.75	248.71
39	575.05	315.38	276.70	249.66
40	578.35	316.48	277.65	250.61
41	581.65	317.58	278.60	251.56
42	584.95	318.68	279.55	252.51
43	588.25	319.78	280.50	253.46
44	591.55	320.88	281.45	254.41
45	594.85	321.98	282.40	255.36
46	598.15	323.08	283.35	256.31
47	601.45	324.18	284.30	257.26
48	604.75	325.28	285.25	258.21
49	608.05	326.38	286.20	259.16
50	611.35	327.48	287.15	260.11
51	614.65	328.58	288.10	261.06
52	617.95	329.68	289.05	262.01
53	621.25	330.78	290.00	262.96
54	624.55	331.88	290.95	263.91
55	627.85	332.98	291.90	264.86
56	631.15	334.08	292.85	265.81
57	634.45	335.18	293.80	266.76
58	637.75	336.28	294.75	267.71
59	641.05	337.38	295.70	268.66
60	644.35	338.48	296.65	269.61
61	647.65	339.58	297.60	270.56
62	650.95	340.68	298.55	271.51
63	654.25	341.78	299.50	272.46
64	657.55	342.88	300.45	273.41
65	660.85	343.98	301.40	274.36
66	664.15	345.08	302.35	275.31
67	667.45	346.18	303.30	276.26
68	670.75	347.28	304.25	277.21
69	674.05	348.38	305.20	278.16
70	677.35	349.48	306.15	279.11
71	680.65	350.58	307.10	280.06
72	683.95	351.68	308.05	281.01
73	687.25	352.78	309.00	281.96
74	690.55	353.88	309.95	282.91
75	693.85	354.98	310.90	283.86
76	697.15	356.08	311.85	284.81

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
77	700.45	357.18	312.80	285.76
78	703.75	358.28	313.75	286.71
79	707.05	359.38	314.70	287.66
80	710.35	360.48	315.65	288.61
81	713.65	361.58	316.60	289.56
82	716.95	362.68	317.55	290.51
83	720.25	363.78	318.50	291.46
84	723.55	364.88	319.45	292.41
85	726.85	365.98	320.40	293.36
86	730.15	367.08	321.35	294.31
87	733.45	368.18	322.30	295.26
88	736.75	369.28	323.25	296.21
89	740.05	370.38	324.20	297.16
90	743.35	371.48	325.15	298.11
91	746.65	372.58	326.10	299.06
92	749.95	373.68	327.05	300.01
93	753.25	374.78	328.00	300.96
94	756.55	375.88	328.95	301.91
95	759.85	376.98	329.90	302.86
96	763.15	378.08	330.85	303.81
97	766.45	379.18	331.80	304.76
98	769.75	380.28	332.75	305.71
99	773.05	381.38	333.70	306.66
100	776.35	382.48	334.65	307.61
101	779.65	383.58	335.60	308.56
102	782.95	384.68	336.55	309.51
103	786.25	385.78	337.50	310.46
104	789.55	386.88	338.45	311.41
105	792.85	387.98	339.40	312.36
106	796.15	389.08	340.35	313.31
107	799.45	390.18	341.30	314.26
108	802.75	391.28	342.25	315.21
109	806.05	392.38	343.20	316.16
110	809.35	393.48	344.15	317.11
111	812.65	394.58	345.10	318.06
112	815.95	395.68	346.05	319.01
113	819.25	396.78	347.00	319.96
114	822.55	397.88	347.95	320.91
115	825.85	398.98	348.90	321.86

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
116	829.15	400.08	349.85	322.81
117	832.45	401.18	350.80	323.76
118	835.75	402.28	351.75	324.71
119	839.05	403.38	352.70	325.66
120	842.35	404.48	353.65	326.61
121	845.65	405.58	354.60	327.56
122	848.95	406.68	355.55	328.51
123	852.25	407.78	356.50	329.46
124	855.55	408.88	357.45	330.41
125	858.85	409.98	358.40	331.36
126	862.15	411.08	359.35	332.31
127	865.45	412.18	360.30	333.26
128	868.75	413.28	361.25	334.21
129	872.05	414.38	362.20	335.16
130	875.35	415.48	363.15	336.11
131	878.65	416.58	364.10	337.06
132	881.95	417.68	365.05	338.01
133	885.25	418.78	366.00	338.96
134	888.55	419.88	366.95	339.91

Table B-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
135	891.85	420.98	367.90	340.86
136	895.15	422.08	368.85	341.81
137	898.45	423.18	369.80	342.76
138	901.75	424.28	370.75	343.71
139	905.05	425.38	371.70	344.66
140	908.35	426.48	372.65	345.61
141	911.65	427.58	373.60	346.56
142	914.95	428.68	374.55	347.51
143	918.25	429.78	375.50	348.46
144	921.55	430.88	376.45	349.41
145	924.85	431.98	377.40	350.36
146	928.15	433.08	378.35	351.31
147	931.45	434.18	379.30	352.26
148	934.75	435.28	380.25	353.21
149	938.05	436.38	381.20	354.16
150	941.35	437.48	382.15	355.11
For each unit in excess of 150, add the following:				
	3.30	1.10	0.95	0.95

TABLE B-8

Wild Spot Payment Table

New York, Together with Other Cities (Excluding Chicago and Los Angeles)

The rates in this table are for 8 weeks of use with respect to commercials used in New York, and not in Chicago or Los Angeles, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities other than New York, each count for one unit except for the following, which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table B-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	357.06	230.59	204.74	181.69
1	359.70	232.44	206.30	183.17
2	362.34	234.29	207.86	184.65
3	364.98	236.14	209.42	186.13
4	367.62	237.99	210.98	187.61
5	370.26	239.84	212.54	189.09
6	372.90	241.69	214.10	190.57
7	375.54	243.54	215.66	192.05
8	378.18	245.39	217.22	193.53
9	380.82	247.24	218.78	195.01
10	383.46	249.09	220.34	196.49
11	386.10	250.94	221.90	197.97
12	388.74	252.79	223.46	199.45
13	391.38	254.64	225.02	200.93
14	394.02	256.49	226.58	202.41
15	396.66	258.34	228.14	203.89
16	399.30	260.19	229.70	205.37
17	401.94	262.04	231.26	206.85
18	404.58	263.89	232.82	208.33

Table B-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
19	407.22	265.74	234.38	209.81
20	409.86	267.59	235.94	211.29
21	412.50	269.44	237.50	212.77
22	415.14	271.29	239.06	214.25
23	417.78	273.14	240.62	215.73
24	420.42	274.99	242.18	217.21
25	423.06	276.84	243.74	218.69
26	425.70	278.69	245.30	220.17
27	428.34	280.54	246.86	221.65
28	430.98	282.39	248.42	223.13
29	433.62	284.24	249.98	224.61
30	436.26	286.09	251.54	226.09
31	438.90	287.94	253.10	227.57
32	441.54	289.79	254.66	229.05
33	444.18	291.64	256.22	230.53
34	446.82	293.49	257.78	232.01
35	449.46	295.34	259.34	233.49
36	452.10	296.39	260.24	234.39
37	454.74	297.44	261.14	235.29

Table B-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
38	457.38	298.49	262.04	236.19
39	460.02	299.54	262.94	237.09
40	462.66	300.59	263.84	237.99
41	465.30	301.64	264.74	238.89
42	467.94	302.69	265.64	239.79
43	470.58	303.74	266.54	240.69
44	473.22	304.79	267.44	241.59
45	475.86	305.84	268.34	242.49
46	478.50	306.89	269.24	243.39
47	481.14	307.94	270.14	244.29
48	483.78	308.99	271.04	245.19
49	486.42	310.04	271.94	246.09
50	489.06	311.09	272.84	246.99
51	491.70	312.14	273.74	247.89
52	494.34	313.19	274.64	248.79
53	496.98	314.24	275.54	249.69
54	499.62	315.29	276.44	250.59
55	502.26	316.34	277.34	251.49
56	504.90	317.39	278.24	252.39
57	507.54	318.44	279.14	253.29
58	510.18	319.49	280.04	254.19
59	512.82	320.54	280.94	255.09
60	515.46	321.59	281.84	255.99
61	518.10	322.64	282.74	256.89
62	520.74	323.69	283.64	257.79
63	523.38	324.74	284.54	258.69
64	526.02	325.79	285.44	259.59
65	528.66	326.84	286.34	260.49
66	531.30	327.89	287.24	261.39
67	533.94	328.94	288.14	262.29
68	536.58	329.99	289.04	263.19
69	539.22	331.04	289.94	264.09
70	541.86	332.09	290.84	264.99
71	544.50	333.14	291.74	265.89
72	547.14	334.19	292.64	266.79
73	549.78	335.24	293.54	267.69
74	552.42	336.29	294.44	268.59
75	555.06	337.34	295.34	269.49
76	557.70	338.39	296.24	270.39

Table B-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
77	560.34	339.44	297.14	271.29
78	562.98	340.49	298.04	272.19
79	565.62	341.54	298.94	273.09
80	568.26	342.59	299.84	273.99
81	570.90	343.64	300.74	274.89
82	573.54	344.69	301.64	275.79
83	576.18	345.74	302.54	276.69
84	578.82	346.79	303.44	277.59
85	581.46	347.84	304.34	278.49
86	584.10	348.89	305.24	279.39
87	586.74	349.94	306.14	280.29
88	589.38	350.99	307.04	281.19
89	592.02	352.04	307.94	282.09
90	594.66	353.09	308.84	282.99
91	597.30	354.14	309.74	283.89
92	599.94	355.19	310.64	284.79
93	602.58	356.24	311.54	285.69
94	605.22	357.29	312.44	286.59
95	607.86	358.34	313.34	287.49
96	610.50	359.39	314.24	288.39
97	613.14	360.44	315.14	289.29
98	615.78	361.49	316.04	290.19
99	618.42	362.54	316.94	291.09
100	621.06	363.59	317.84	291.99
101	623.70	364.64	318.74	292.89
102	626.34	365.69	319.64	293.79
103	628.98	366.74	320.54	294.69
104	631.62	367.79	321.44	295.59
105	634.26	368.84	322.34	296.49
106	636.90	369.89	323.24	297.39
107	639.54	370.94	324.14	298.29
108	642.18	371.99	325.04	299.19
109	644.82	373.04	325.94	300.09
110	647.46	374.09	326.84	300.99
111	650.10	375.14	327.74	301.89
112	652.74	376.19	328.64	302.79
113	655.38	377.24	329.54	303.69
114	658.02	378.29	330.44	304.59
115	660.66	379.34	331.34	305.49

Table B-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
116	663.30	380.39	332.24	306.39
117	665.94	381.44	333.14	307.29
118	668.58	382.49	334.04	308.19
119	671.22	383.54	334.94	309.09
120	673.86	384.59	335.84	309.99
121	676.50	385.64	336.74	310.89
122	679.14	386.69	337.64	311.79
123	681.78	387.74	338.54	312.69
124	684.42	388.79	339.44	313.59
125	687.06	389.84	340.34	314.49
126	689.70	390.89	341.24	315.39
127	692.34	391.94	342.14	316.29
128	694.98	392.99	343.04	317.19
129	697.62	394.04	343.94	318.09
130	700.26	395.09	344.84	318.99
131	702.90	396.14	345.74	319.89
132	705.54	397.19	346.64	320.79
133	708.18	398.24	347.54	321.69
134	710.82	399.29	348.44	322.59
135	713.46	400.34	349.34	323.49
136	716.10	401.39	350.24	324.39
137	718.74	402.44	351.14	325.29
138	721.38	403.49	352.04	326.19
139	724.02	404.54	352.94	327.09
140	726.66	405.59	353.84	327.99
141	729.30	406.64	354.74	328.89
142	731.94	407.69	355.64	329.79
143	734.58	408.74	356.54	330.69
144	737.22	409.79	357.44	331.59
145	739.86	410.84	358.34	332.49
146	742.50	411.89	359.24	333.39
147	745.14	412.94	360.14	334.29
148	747.78	413.99	361.04	335.19
149	750.42	415.04	361.94	336.09
150	753.06	416.09	362.84	336.99
For each unit in excess of 150, add the following:				
	2.64	1.05	0.90	0.90

TABLE C-13

Wild Spot Payment Table

Chicago or Los Angeles, Together with Other Cities (Excluding New York)

The rates in this table are for 13 weeks of use with respect to commercials used in either Chicago or Los Angeles, and not in New York, but no more than one of these, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities other than Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg- Asheville-Anderson...	2	Nashville.....	2	San Antonio.....	2
Austin.....	2	Hartford-New Haven...	2	Norfolk-Portsmouth- Newport News.....	2	San Diego.....	3
Baltimore.....	3	Houston.....	6	Oklahoma City.....	2	San Francisco.....	7
Boston.....	6	Indianapolis.....	3	Orlando-Daytona Bch...	4	Seattle-Tacoma.....	5
Charlotte.....	3	Kansas City.....	2	Philadelphia.....	8	Tampa-St. Petersburg...	5
Cincinnati.....	2	Las Vegas	2	Phoenix.....	5	Toronto.....	8
Cleveland.....	4	Mexico/Mexico City...	49	Pittsburgh.....	3	Vancouver, BC.....	3
Columbus, OH.....	2	Miami.....	4	Portland, OR.....	3	Washington, DC.....	6
Dallas-Ft. Worth.....	7	Milwaukee.....	2	Puerto Rico.....	3	West Palm Beach- Ft. Pierce.....	2
Denver.....	4	Minneapolis-St. Paul...	4	Raleigh-Durham.....	3	Sacramento/Stockton...	3
Detroit.....	5	Montreal.....	5	Salt Lake City.....	2	St. Louis.....	3
Grand Rapids-Kalamazoo- Battle Creek.....	2						

An additional 18% for H&R is due on all amounts.

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	404.83	242.73	215.50	191.26
1	408.13	244.68	217.14	192.82
2	411.43	246.63	218.78	194.38
3	414.73	248.58	220.42	195.94
4	418.03	250.53	222.06	197.50
5	421.33	252.48	223.70	199.06
6	424.63	254.43	225.34	200.62
7	427.93	256.38	226.98	202.18
8	431.23	258.33	228.62	203.74
9	434.53	260.28	230.26	205.30
10	437.83	262.23	231.90	206.86
11	441.13	264.18	233.54	208.42
12	444.43	266.13	235.18	209.98
13	447.73	268.08	236.82	211.54
14	451.03	270.03	238.46	213.10
15	454.33	271.98	240.10	214.66
16	457.63	273.93	241.74	216.22
17	460.93	275.88	243.38	217.78

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
18	464.23	277.83	245.02	219.34
19	467.53	279.78	246.66	220.90
20	470.83	281.73	248.30	222.46
21	474.13	283.68	249.94	224.02
22	477.43	285.63	251.58	225.58
23	480.73	287.58	253.22	227.14
24	484.03	289.53	254.86	228.70
25	487.33	291.48	256.50	230.26
26	490.63	293.43	258.14	231.82
27	493.93	295.38	259.78	233.38
28	497.23	297.33	261.42	234.94
29	500.53	299.28	263.06	236.50
30	503.83	301.23	264.70	238.06
31	507.13	303.18	266.34	239.62
32	510.43	305.13	267.98	241.18
33	513.73	307.08	269.62	242.74
34	517.03	309.03	271.26	244.30
35	520.33	310.98	272.90	245.86

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
36	523.63	312.08	273.85	246.81
37	526.93	313.18	274.80	247.76
38	530.23	314.28	275.75	248.71
39	533.53	315.38	276.70	249.66
40	536.83	316.48	277.65	250.61
41	540.13	317.58	278.60	251.56
42	543.43	318.68	279.55	252.51
43	546.73	319.78	280.50	253.46
44	550.03	320.88	281.45	254.41
45	553.33	321.98	282.40	255.36
46	556.63	323.08	283.35	256.31
47	559.93	324.18	284.30	257.26
48	563.23	325.28	285.25	258.21
49	566.53	326.38	286.20	259.16
50	569.83	327.48	287.15	260.11
51	573.13	328.58	288.10	261.06
52	576.43	329.68	289.05	262.01
53	579.73	330.78	290.00	262.96
54	583.03	331.88	290.95	263.91
55	586.33	332.98	291.90	264.86
56	589.63	334.08	292.85	265.81
57	592.93	335.18	293.80	266.76
58	596.23	336.28	294.75	267.71
59	599.53	337.38	295.70	268.66
60	602.83	338.48	296.65	269.61
61	606.13	339.58	297.60	270.56
62	609.43	340.68	298.55	271.51
63	612.73	341.78	299.50	272.46
64	616.03	342.88	300.45	273.41
65	619.33	343.98	301.40	274.36
66	622.63	345.08	302.35	275.31
67	625.93	346.18	303.30	276.26
68	629.23	347.28	304.25	277.21
69	632.53	348.38	305.20	278.16
70	635.83	349.48	306.15	279.11
71	639.13	350.58	307.10	280.06
72	642.43	351.68	308.05	281.01
73	645.73	352.78	309.00	281.96
74	649.03	353.88	309.95	282.91
75	652.33	354.98	310.90	283.86

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
76	655.63	356.08	311.85	284.81
77	658.93	357.18	312.80	285.76
78	662.23	358.28	313.75	286.71
79	665.53	359.38	314.70	287.66
80	668.83	360.48	315.65	288.61
81	672.13	361.58	316.60	289.56
82	675.43	362.68	317.55	290.51
83	678.73	363.78	318.50	291.46
84	682.03	364.88	319.45	292.41
85	685.33	365.98	320.40	293.36
86	688.63	367.08	321.35	294.31
87	691.93	368.18	322.30	295.26
88	695.23	369.28	323.25	296.21
89	698.53	370.38	324.20	297.16
90	701.83	371.48	325.15	298.11
91	705.13	372.58	326.10	299.06
92	708.43	373.68	327.05	300.01
93	711.73	374.78	328.00	300.96
94	715.03	375.88	328.95	301.91
95	718.33	376.98	329.90	302.86
96	721.63	378.08	330.85	303.81
97	724.93	379.18	331.80	304.76
98	728.23	380.28	332.75	305.71
99	731.53	381.38	333.70	306.66
100	734.83	382.48	334.65	307.61
101	738.13	383.58	335.60	308.56
102	741.43	384.68	336.55	309.51
103	744.73	385.78	337.50	310.46
104	748.03	386.88	338.45	311.41
105	751.33	387.98	339.40	312.36
106	754.63	389.08	340.35	313.31
107	757.93	390.18	341.30	314.26
108	761.23	391.28	342.25	315.21
109	764.53	392.38	343.20	316.16
110	767.83	393.48	344.15	317.11
111	771.13	394.58	345.10	318.06
112	774.43	395.68	346.05	319.01
113	777.73	396.78	347.00	319.96
114	781.03	397.88	347.95	320.91
115	784.33	398.98	348.90	321.86

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
116	787.63	400.08	349.85	322.81
117	790.93	401.18	350.80	323.76
118	794.23	402.28	351.75	324.71
119	797.53	403.38	352.70	325.66
120	800.83	404.48	353.65	326.61
121	804.13	405.58	354.60	327.56
122	807.43	406.68	355.55	328.51
123	810.73	407.78	356.50	329.46
124	814.03	408.88	357.45	330.41
125	817.33	409.98	358.40	331.36
126	820.63	411.08	359.35	332.31
127	823.93	412.18	360.30	333.26
128	827.23	413.28	361.25	334.21
129	830.53	414.38	362.20	335.16
130	833.83	415.48	363.15	336.11
131	837.13	416.58	364.10	337.06
132	840.43	417.68	365.05	338.01
133	843.73	418.78	366.00	338.96
134	847.03	419.88	366.95	339.91

Table C-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
135	850.33	420.98	367.90	340.86
136	853.63	422.08	368.85	341.81
137	856.93	423.18	369.80	342.76
138	860.23	424.28	370.75	343.71
139	863.53	425.38	371.70	344.66
140	866.83	426.48	372.65	345.61
141	870.13	427.58	373.60	346.56
142	873.43	428.68	374.55	347.51
143	876.73	429.78	375.50	348.46
144	880.03	430.88	376.45	349.41
145	883.33	431.98	377.40	350.36
146	886.63	433.08	378.35	351.31
147	889.93	434.18	379.30	352.26
148	893.23	435.28	380.25	353.21
149	896.53	436.38	381.20	354.16
150	899.83	437.48	382.15	355.11
For each unit in excess of 150, add the following:				
	3.30	1.10	0.95	0.95

TABLE C-8

Wild Spot Payment Table

Chicago or Los Angeles, Together with Other Cities (Excluding New York)

The rates in this table are for 8 weeks of use with respect to commercials used in either Chicago or Los Angeles, and not in New York, but no more than one of these, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities other than Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	323.89	230.59	204.74	181.69
1	326.53	232.44	206.30	183.17
2	329.17	234.29	207.86	184.65
3	331.81	236.14	209.42	186.13
4	334.45	237.99	210.98	187.61
5	337.09	239.84	212.54	189.09
6	339.73	241.69	214.10	190.57
7	342.37	243.54	215.66	192.05
8	345.01	245.39	217.22	193.53
9	347.65	247.24	218.78	195.01
10	350.29	249.09	220.34	196.49
11	352.93	250.94	221.90	197.97
12	355.57	252.79	223.46	199.45
13	358.21	254.64	225.02	200.93
14	360.85	256.49	226.58	202.41
15	363.49	258.34	228.14	203.89
16	366.13	260.19	229.70	205.37
17	368.77	262.04	231.26	206.85
18	371.41	263.89	232.82	208.33
19	374.05	265.74	234.38	209.81
20	376.69	267.59	235.94	211.29

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
21	379.33	269.44	237.50	212.77
22	381.97	271.29	239.06	214.25
23	384.61	273.14	240.62	215.73
24	387.25	274.99	242.18	217.21
25	389.89	276.84	243.74	218.69
26	392.53	278.69	245.30	220.17
27	395.17	280.54	246.86	221.65
28	397.81	282.39	248.42	223.13
29	400.45	284.24	249.98	224.61
30	403.09	286.09	251.54	226.09
31	405.73	287.94	253.10	227.57
32	408.37	289.79	254.66	229.05
33	411.01	291.64	256.22	230.53
34	413.65	293.49	257.78	232.01
35	416.29	295.34	259.34	233.49
36	418.93	296.39	260.24	234.39
37	421.57	297.44	261.14	235.29
38	424.21	298.49	262.04	236.19
39	426.85	299.54	262.94	237.09
40	429.49	300.59	263.84	237.99
41	432.13	301.64	264.74	238.89

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
42	434.77	302.69	265.64	239.79
43	437.41	303.74	266.54	240.69
44	440.05	304.79	267.44	241.59
45	442.69	305.84	268.34	242.49
46	445.33	306.89	269.24	243.39
47	447.97	307.94	270.14	244.29
48	450.61	308.99	271.04	245.19
49	453.25	310.04	271.94	246.09
50	455.89	311.09	272.84	246.99
51	458.53	312.14	273.74	247.89
52	461.17	313.19	274.64	248.79
53	463.81	314.24	275.54	249.69
54	466.45	315.29	276.44	250.59
55	469.09	316.34	277.34	251.49
56	471.73	317.39	278.24	252.39
57	474.37	318.44	279.14	253.29
58	477.01	319.49	280.04	254.19
59	479.65	320.54	280.94	255.09
60	482.29	321.59	281.84	255.99
61	484.93	322.64	282.74	256.89
62	487.57	323.69	283.64	257.79
63	490.21	324.74	284.54	258.69
64	492.85	325.79	285.44	259.59
65	495.49	326.84	286.34	260.49
66	498.13	327.89	287.24	261.39
67	500.77	328.94	288.14	262.29
68	503.41	329.99	289.04	263.19
69	506.05	331.04	289.94	264.09
70	508.69	332.09	290.84	264.99
71	511.33	333.14	291.74	265.89
72	513.97	334.19	292.64	266.79
73	516.61	335.24	293.54	267.69
74	519.25	336.29	294.44	268.59
75	521.89	337.34	295.34	269.49
76	524.53	338.39	296.24	270.39
77	527.17	339.44	297.14	271.29
78	529.81	340.49	298.04	272.19
79	532.45	341.54	298.94	273.09
80	535.09	342.59	299.84	273.99
81	537.73	343.64	300.74	274.89

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
82	540.37	344.69	301.64	275.79
83	543.01	345.74	302.54	276.69
84	545.65	346.79	303.44	277.59
85	548.29	347.84	304.34	278.49
86	550.93	348.89	305.24	279.39
87	553.57	349.94	306.14	280.29
88	556.21	350.99	307.04	281.19
89	558.85	352.04	307.94	282.09
90	561.49	353.09	308.84	282.99
91	564.13	354.14	309.74	283.89
92	566.77	355.19	310.64	284.79
93	569.41	356.24	311.54	285.69
94	572.05	357.29	312.44	286.59
95	574.69	358.34	313.34	287.49
96	577.33	359.39	314.24	288.39
97	579.97	360.44	315.14	289.29
98	582.61	361.49	316.04	290.19
99	585.25	362.54	316.94	291.09
100	587.89	363.59	317.84	291.99
101	590.53	364.64	318.74	292.89
102	593.17	365.69	319.64	293.79
103	595.81	366.74	320.54	294.69
104	598.45	367.79	321.44	295.59
105	601.09	368.84	322.34	296.49
106	603.73	369.89	323.24	297.39
107	606.37	370.94	324.14	298.29
108	609.01	371.99	325.04	299.19
109	611.65	373.04	325.94	300.09
110	614.29	374.09	326.84	300.99
111	616.93	375.14	327.74	301.89
112	619.57	376.19	328.64	302.79
113	622.21	377.24	329.54	303.69
114	624.85	378.29	330.44	304.59
115	627.49	379.34	331.34	305.49
116	630.13	380.39	332.24	306.39
117	632.77	381.44	333.14	307.29
118	635.41	382.49	334.04	308.19
119	638.05	383.54	334.94	309.09
120	640.69	384.59	335.84	309.99
121	643.33	385.64	336.74	310.89

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
122	645.97	386.69	337.64	311.79
123	648.61	387.74	338.54	312.69
124	651.25	388.79	339.44	313.59
125	653.89	389.84	340.34	314.49
126	656.53	390.89	341.24	315.39
127	659.17	391.94	342.14	316.29
128	661.81	392.99	343.04	317.19
129	664.45	394.04	343.94	318.09
130	667.09	395.09	344.84	318.99
131	669.73	396.14	345.74	319.89
132	672.37	397.19	346.64	320.79
133	675.01	398.24	347.54	321.69
134	677.65	399.29	348.44	322.59
135	680.29	400.34	349.34	323.49
136	682.93	401.39	350.24	324.39
137	685.57	402.44	351.14	325.29

Table C-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
138	688.21	403.49	352.04	326.19
139	690.85	404.54	352.94	327.09
140	693.49	405.59	353.84	327.99
141	696.13	406.64	354.74	328.89
142	698.77	407.69	355.64	329.79
143	701.41	408.74	356.54	330.69
144	704.05	409.79	357.44	331.59
145	706.69	410.84	358.34	332.49
146	709.33	411.89	359.24	333.39
147	711.97	412.94	360.14	334.29
148	714.61	413.99	361.04	335.19
149	717.25	415.04	361.94	336.09
150	719.89	416.09	362.84	336.99
For each unit in excess of 150, add the following:				
	2.64	1.05	0.90	0.90

TABLE D-13

Wild Spot Payment Table

Any Two of New York, Chicago or Los Angeles, Together with Other Cities

The rates in this table are for 13 weeks of use with respect to commercials used in any two of New York, Chicago or Los Angeles, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities, other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg-		Nashville.....	2	San Antonio.....	2
Austin.....	2	Asheville-Anderson...	2	Norfolk-Portsmouth-	2	San Diego.....	3
Baltimore.....	3			Newport News.....			
Boston.....	6	Hartford-New Haven...	2	Oklahoma City.....	2	San Francisco.....	7
				Orlando-Daytona Bch...	4		
Charlotte.....	3	Houston.....	6	Philadelphia.....	8	Seattle-Tacoma.....	5
Cincinnati.....	2	Indianapolis.....	3	Phoenix.....	5	Tampa-St. Petersburg...	5
Cleveland.....	4	Kansas City.....	2	Pittsburgh.....	3	Toronto.....	8
Columbus, OH.....	2	Las Vegas	2	Portland, OR.....	3	Vancouver, BC.....	3
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	544.42	289.92	222.40	197.90
1	547.72	291.56	224.04	199.46
2	551.02	293.20	225.68	201.02
3	554.32	294.84	227.32	202.58
4	557.62	296.48	228.96	204.14
5	560.92	298.12	230.60	205.70
6	564.22	299.76	232.24	207.26
7	567.52	301.40	233.88	208.82
8	570.82	303.04	235.52	210.38
9	574.12	304.68	237.16	211.94
10	577.42	306.32	238.80	213.50
11	580.72	307.96	240.44	215.06
12	584.02	309.60	242.08	216.62
13	587.32	311.24	243.72	218.18
14	590.62	312.88	245.36	219.74
15	593.92	314.52	247.00	221.30
16	597.22	316.16	248.64	222.86
17	600.52	317.80	250.28	224.42
18	603.82	319.44	251.92	225.98
19	607.12	321.08	253.56	227.54
20	610.42	322.72	255.20	229.10

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
21	613.72	324.36	256.84	230.66
22	617.02	326.00	258.48	232.22
23	620.32	327.64	260.12	233.78
24	623.62	329.28	261.76	235.34
25	626.92	330.92	263.40	236.90
26	630.22	332.56	265.04	238.46
27	633.52	334.20	266.68	240.02
28	636.82	335.84	268.32	241.58
29	640.12	337.48	269.96	243.14
30	643.42	339.12	271.60	244.70
31	646.72	340.76	273.24	246.26
32	650.02	342.40	274.88	247.82
33	653.32	344.04	276.52	249.38
34	656.62	345.68	278.16	250.94
35	659.92	347.32	279.80	252.50
36	663.22	348.96	281.44	254.06
37	666.52	350.60	283.08	255.62
38	669.82	352.24	284.72	257.18
39	673.12	353.88	286.36	258.74
40	676.42	355.52	288.00	260.30
41	679.72	357.16	289.64	261.86

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
42	683.02	358.80	291.28	263.42
43	686.32	360.44	292.92	264.98
44	689.62	362.08	294.56	266.54
45	692.92	363.72	296.20	268.10
46	696.22	365.36	297.84	269.66
47	699.52	367.00	299.48	271.22
48	702.82	368.64	301.12	272.78
49	706.12	370.28	302.76	274.34
50	709.42	371.92	304.40	275.90
51	712.72	373.56	306.04	277.46
52	716.02	375.20	307.68	279.02
53	719.32	376.84	309.32	280.58
54	722.62	378.48	310.96	282.14
55	725.92	380.12	312.60	283.70
56	729.22	381.76	314.24	285.26
57	732.52	383.40	315.88	286.82
58	735.82	385.04	317.52	288.38
59	739.12	386.68	319.16	289.94
60	742.42	388.32	320.80	291.50
61	745.72	389.96	321.44	292.45
62	749.02	390.52	322.70	293.40
63	752.32	391.62	323.65	294.35
64	755.62	392.72	324.60	295.30
65	758.92	393.82	325.55	296.25
66	762.22	394.92	326.50	297.20
67	765.52	396.02	327.45	298.15
68	768.82	397.12	328.40	299.10
69	772.12	398.22	329.35	300.05
70	775.42	399.32	330.30	301.00
71	778.72	400.42	331.25	301.95
72	782.02	401.52	332.20	302.90
73	785.32	402.62	333.15	303.85
74	788.62	403.72	334.10	304.80
75	791.92	404.82	335.05	305.75
76	795.22	405.92	336.00	306.70
77	798.52	407.02	336.95	307.65
78	801.82	408.12	337.90	308.60
79	805.12	409.22	338.85	309.55
80	808.42	410.32	339.80	310.50
81	811.72	411.42	340.75	311.45

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
82	815.02	412.52	341.70	312.40
83	818.32	413.62	342.65	313.35
84	821.62	414.72	343.60	314.30
85	824.92	415.82	344.55	315.25
86	828.22	416.92	345.50	316.20
87	831.52	418.02	346.45	317.15
88	834.82	419.12	347.40	318.10
89	838.12	420.22	348.35	319.05
90	841.42	421.32	349.30	320.00
91	844.72	422.42	350.25	320.95
92	848.02	423.52	351.20	321.90
93	851.32	424.62	352.15	322.85
94	854.62	425.72	353.10	323.80
95	857.92	426.82	354.05	324.75
96	861.22	427.92	355.00	325.70
97	864.52	429.02	355.95	326.65
98	867.82	430.12	356.90	327.60
99	871.12	431.22	357.85	328.55
100	874.42	432.32	358.80	329.50
101	877.72	433.42	359.75	330.45
102	881.02	434.52	360.70	331.40
103	884.32	435.62	361.65	332.35
104	887.62	436.72	362.60	333.30
105	890.92	437.82	363.55	334.25
106	894.22	438.92	364.50	335.20
107	897.52	440.02	365.45	336.15
108	900.82	441.12	366.40	337.10
109	904.12	442.22	367.35	338.05
110	907.42	443.32	368.30	339.00
111	910.72	444.42	369.25	339.95
112	914.02	445.52	370.20	340.90
113	917.32	446.62	371.15	341.85
114	920.62	447.72	372.10	342.80
115	923.92	448.82	373.05	343.75
116	927.22	449.92	374.00	344.70
117	930.52	451.02	374.95	345.65
118	933.82	452.12	375.90	346.60
119	937.12	453.22	376.85	347.55
120	940.42	454.32	377.80	348.50
121	943.72	455.42	378.75	349.45

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
122	947.02	456.52	379.70	350.40
123	950.32	457.62	380.65	351.35
124	953.62	458.72	381.60	352.30
125	956.92	459.82	382.55	353.25
126	960.22	460.92	383.50	354.20
127	963.52	462.02	384.45	355.15
128	966.82	463.12	385.40	356.10
129	970.12	464.22	386.35	357.05
130	973.42	465.32	387.30	358.00
131	976.72	466.42	388.25	358.95
132	980.02	467.52	389.20	359.90
133	983.32	468.62	390.15	360.85
134	986.62	469.72	391.10	361.80
135	989.92	470.82	392.05	362.75
136	993.22	471.92	393.00	363.70
137	996.52	473.02	393.95	364.65

Table D-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
138	999.82	474.12	394.90	365.60
139	1,003.12	475.22	395.85	366.55
140	1,006.42	476.32	396.80	367.50
141	1,009.72	477.42	397.75	368.45
142	1,013.02	478.52	398.70	369.40
143	1,016.32	479.62	399.65	370.35
144	1,019.62	480.72	400.60	371.30
145	1,022.92	481.82	401.55	372.25
146	1,026.22	482.92	402.50	373.20
147	1,029.52	484.02	403.45	374.15
148	1,032.82	485.12	404.40	375.10
149	1,036.12	486.22	405.35	376.05
150	1,039.42	487.32	406.30	377.00
For each unit in excess of 150, add the following:				
	3.30	1.10	0.95	0.95

TABLE D-8

Wild Spot Payment Table

Any Two of New York, Chicago or Los Angeles, Together with Other Cities

The rates in this table are for 8 weeks of use with respect to commercials used in any two of New York, Chicago or Los Angeles, plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities, other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg-	Nashville.....	2	San Antonio.....	2	
Austin.....	2	Asheville-Anderson...	Norfolk-Portsmouth-	2	San Diego.....	3	
Baltimore.....	3		Newport News.....				
Boston.....	6	Hartford-New Haven...	Oklahoma City.....	2	San Francisco.....	7	
			Orlando-Daytona Bch...	4			
Charlotte.....	3	Houston.....	Philadelphia.....	8	Seattle-Tacoma.....	5	
Cincinnati.....	2	Indianapolis.....	Phoenix.....	5	Tampa-St. Petersburg...	5	
Cleveland.....	4	Kansas City.....	Pittsburgh.....	3	Toronto.....	8	
Columbus, OH.....	2	Las Vegas	Portland, OR.....	3	Vancouver, BC.....	3	
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach-	
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3	Ft. Pierce.....	2
Grand Rapids-Kalamazoo-		Minneapolis-St. Paul...	4	St. Louis.....	3		
Battle Creek.....	2	Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	435.54	275.42	211.27	188.00
1	438.18	276.98	212.83	189.48
2	440.82	278.54	214.39	190.96
3	443.46	280.10	215.95	192.44
4	446.10	281.66	217.51	193.92
5	448.74	283.22	219.07	195.40
6	451.38	284.78	220.63	196.88
7	454.02	286.34	222.19	198.36
8	456.66	287.90	223.75	199.84
9	459.30	289.46	225.31	201.32
10	461.94	291.02	226.87	202.80
11	464.58	292.58	228.43	204.28
12	467.22	294.14	229.99	205.76
13	469.86	295.70	231.55	207.24
14	472.50	297.26	233.11	208.72
15	475.14	298.82	234.67	210.20
16	477.78	300.38	236.23	211.68
17	480.42	301.94	237.79	213.16
18	483.06	303.50	239.35	214.64
19	485.70	305.06	240.91	216.12
20	488.34	306.62	242.47	217.60

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
21	490.98	308.18	244.03	219.08
22	493.62	309.74	245.59	220.56
23	496.26	311.30	247.15	222.04
24	498.90	312.86	248.71	223.52
25	501.54	314.42	250.27	225.00
26	504.18	315.98	251.83	226.48
27	506.82	317.54	253.39	227.96
28	509.46	319.10	254.95	229.44
29	512.10	320.66	256.51	230.92
30	514.74	322.22	258.07	232.40
31	517.38	323.78	259.63	233.88
32	520.02	325.34	261.19	235.36
33	522.66	326.90	262.75	236.84
34	525.30	328.46	264.31	238.32
35	527.94	330.02	265.87	239.80
36	530.58	331.58	267.43	241.28
37	533.22	333.14	268.99	242.76
38	535.86	334.70	270.55	244.24
39	538.50	336.26	272.11	245.72
40	541.14	337.82	273.67	247.20
41	543.78	339.38	275.23	248.68

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
42	546.42	340.94	276.79	250.16
43	549.06	342.50	278.35	251.64
44	551.70	344.06	279.91	253.12
45	554.34	345.62	281.47	254.60
46	556.98	347.18	283.03	256.08
47	559.62	348.74	284.59	257.56
48	562.26	350.30	286.15	259.04
49	564.90	351.86	287.71	260.52
50	567.54	353.42	289.27	262.00
51	570.18	354.98	290.83	263.48
52	572.82	356.54	292.39	264.96
53	575.46	358.10	293.95	266.44
54	578.10	359.66	295.51	267.92
55	580.74	361.22	297.07	269.40
56	583.38	362.78	298.63	270.88
57	586.02	364.34	300.19	272.36
58	588.66	365.90	301.75	273.84
59	591.30	367.46	303.31	275.32
60	593.94	369.02	304.87	276.80
61	596.58	370.07	305.77	277.70
62	599.22	371.12	306.67	278.60
63	601.86	372.17	307.57	279.50
64	604.50	373.22	308.47	280.40
65	607.14	374.27	309.37	281.30
66	609.78	375.32	310.27	282.20
67	612.42	376.37	311.17	283.10
68	615.06	377.42	312.07	284.00
69	617.70	378.47	312.97	284.90
70	620.34	379.52	313.87	285.80
71	622.98	380.57	314.77	286.70
72	625.62	381.62	315.67	287.60
73	628.26	382.67	316.57	288.50
74	630.90	383.72	317.47	289.40
75	633.54	384.77	318.37	290.30
76	636.18	385.82	319.27	291.20
77	638.82	386.87	320.17	292.10
78	641.46	387.92	321.07	293.00
79	644.10	388.97	321.97	293.90
80	646.74	390.02	322.87	294.80
81	649.38	391.07	323.77	295.70

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
82	652.02	392.12	324.67	296.60
83	654.66	393.17	325.57	297.50
84	657.30	394.22	326.47	298.40
85	659.94	395.27	327.37	299.30
86	662.58	396.32	328.27	300.20
87	665.22	397.37	329.17	301.10
88	667.86	398.42	330.07	302.00
89	670.50	399.47	330.97	302.90
90	673.14	400.52	331.87	303.80
91	675.78	401.57	332.77	304.70
92	678.42	402.62	333.67	305.60
93	681.06	403.67	334.57	306.50
94	683.70	404.72	335.47	307.40
95	686.34	405.77	336.37	308.30
96	688.98	406.82	337.27	309.20
97	691.62	407.87	338.17	310.10
98	694.26	408.92	339.07	311.00
99	696.90	409.97	339.97	311.90
100	699.54	411.02	340.87	312.80
101	702.18	412.07	341.77	313.70
102	704.82	413.12	342.67	314.60
103	707.46	414.17	343.57	315.50
104	710.10	415.22	344.47	316.40
105	712.74	416.27	345.37	317.30
106	715.38	417.32	346.27	318.20
107	718.02	418.37	347.17	319.10
108	720.66	419.42	348.07	320.00
109	723.30	420.47	348.97	320.90
110	725.94	421.52	349.87	321.80
111	728.58	422.57	350.77	322.70
112	731.22	423.62	351.67	323.60
113	733.86	424.67	352.57	324.50
114	736.50	425.72	353.47	325.40
115	739.14	426.77	354.37	326.30
116	741.78	427.82	355.27	327.20
117	744.42	428.87	356.17	328.10
118	747.06	429.92	357.07	329.00
119	749.70	430.97	357.97	329.90
120	752.34	432.02	358.87	330.80
121	754.98	433.07	359.77	331.70

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
122	757.62	434.12	360.67	332.60
123	760.26	435.17	361.57	333.50
124	762.90	436.22	362.47	334.40
125	765.54	437.27	363.37	335.30
126	768.18	438.32	364.27	336.20
127	770.82	439.37	365.17	337.10
128	773.46	440.42	366.07	338.00
129	776.10	441.47	366.97	338.90
130	778.74	442.52	367.87	339.80
131	781.38	443.57	368.77	340.70
132	784.02	444.62	369.67	341.60
133	786.66	445.67	370.57	342.50
134	789.30	446.72	371.47	343.40
135	791.94	447.77	372.37	344.30
136	794.58	448.82	373.27	345.20
137	797.22	449.87	374.17	346.10

Table D-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
138	799.86	450.92	375.07	347.00
139	802.50	451.97	375.97	347.90
140	805.14	453.02	376.87	348.80
141	807.78	454.07	377.77	349.70
142	810.42	455.12	378.67	350.60
143	813.06	456.17	379.57	351.50
144	815.70	457.22	380.47	352.40
145	818.34	458.27	381.37	353.30
146	820.98	459.32	382.27	354.20
147	823.62	460.37	383.17	355.10
148	826.26	461.42	384.07	356.00
149	828.90	462.47	384.97	356.90
150	831.54	463.52	385.87	357.80
For each unit in excess of 150, add the following:				
	2.64	1.05	0.90	0.90

TABLE E-13

Wild Spot Payment Table

New York, Chicago and Los Angeles, Together with Other Cities

The rates in this table are for 13 weeks of use with respect to commercials used in New York, Chicago and Los Angeles (all three), plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities, other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg- Asheville-Anderson...	2	Nashville.....	2	San Antonio.....	2
Austin.....	2	Hartford-New Haven...	2	Norfolk-Portsmouth- Newport News.....	2	San Diego.....	3
Baltimore.....	3	Houston.....	6	Oklahoma City.....	2	San Francisco.....	7
Boston.....	6	Indianapolis.....	3	Orlando-Daytona Bch...	4	Seattle-Tacoma.....	5
Charlotte.....	3	Kansas City.....	2	Philadelphia.....	8	Tampa-St. Petersburg...	5
Cincinnati.....	2	Las Vegas	2	Phoenix.....	5	Toronto.....	8
Cleveland.....	4	Mexico/Mexico City...	49	Pittsburgh.....	3	Vancouver, BC.....	3
Columbus, OH.....	2	Miami.....	4	Portland, OR.....	3	Washington, DC.....	6
Dallas-Ft. Worth.....	7	Milwaukee.....	2	Puerto Rico.....	3	West Palm Beach- Ft. Pierce.....	2
Denver.....	4	Minneapolis-St. Paul...	4	Raleigh-Durham.....	3	Sacramento/Stockton...	3
Detroit.....	5	Montreal.....	5	Salt Lake City.....	2	St. Louis.....	3
Grand Rapids-Kalamazoo- Battle Creek.....	2						

An additional 18% for H&R is due on all amounts.

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	687.90	322.98	249.90	222.40
1	691.20	324.62	251.54	223.96
2	694.50	326.26	253.18	225.52
3	697.80	327.90	254.82	227.08
4	701.10	329.54	256.46	228.64
5	704.40	331.18	258.10	230.20
6	707.70	332.82	259.74	231.76
7	711.00	334.46	261.38	233.32
8	714.30	336.10	263.02	234.88
9	717.60	337.74	264.66	236.44
10	720.90	339.38	266.30	238.00
11	724.20	341.02	267.94	239.56
12	727.50	342.66	269.58	241.12
13	730.80	344.30	271.22	242.68
14	734.10	345.94	272.86	244.24
15	737.40	347.58	274.50	245.80
16	740.70	349.22	276.14	247.36
17	744.00	350.86	277.78	248.92
18	747.30	352.50	279.42	250.48
19	750.60	354.14	281.06	252.04

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
20	753.90	355.78	282.70	253.60
21	757.20	357.42	284.34	255.16
22	760.50	359.06	285.98	256.72
23	763.80	360.70	287.62	258.28
24	767.10	362.34	289.26	259.84
25	770.40	363.98	290.90	261.40
26	773.70	365.62	292.54	262.96
27	777.00	367.26	294.18	264.52
28	780.30	368.90	295.82	266.08
29	783.60	370.54	297.46	267.64
30	786.90	372.18	299.10	269.20
31	790.20	373.82	300.74	270.76
32	793.50	375.46	302.38	272.32
33	796.80	377.10	304.02	273.88
34	800.10	378.74	305.66	275.44
35	803.40	380.38	307.30	277.00
36	806.70	382.02	308.94	278.56
37	810.00	383.66	310.58	280.12
38	813.30	385.30	312.22	281.68
39	816.60	386.94	313.86	283.24

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
40	819.90	388.58	315.50	284.80
41	823.20	390.22	317.14	286.36
42	826.50	391.86	318.78	287.92
43	829.80	393.50	320.42	289.48
44	833.10	395.14	322.06	291.04
45	836.40	396.78	323.70	292.60
46	839.70	398.42	325.34	294.16
47	843.00	400.06	326.98	295.72
48	846.30	401.70	328.62	297.28
49	849.60	403.34	330.26	298.84
50	852.90	404.98	331.90	300.40
51	856.20	406.62	333.54	301.96
52	859.50	408.26	335.18	303.52
53	862.80	409.90	336.82	305.08
54	866.10	411.54	338.46	306.64
55	869.40	413.18	340.10	308.20
56	872.70	414.82	341.74	309.76
57	876.00	416.46	343.38	311.32
58	879.30	418.10	345.02	312.88
59	882.60	419.74	346.66	314.44
60	885.90	421.38	348.30	316.00
61	889.20	422.48	349.25	316.95
62	892.50	423.58	350.20	317.90
63	895.80	424.68	351.15	318.85
64	899.10	425.78	352.10	319.80
65	902.40	426.88	353.05	320.75
66	905.70	427.98	354.00	321.70
67	909.00	429.08	354.95	322.65
68	912.30	430.18	355.90	323.60
69	915.60	431.28	356.85	324.55
70	918.90	432.38	357.80	325.50
71	922.20	433.48	358.75	326.45
72	925.50	434.58	359.70	327.40
73	928.80	435.68	360.65	328.35
74	932.10	436.78	361.60	329.30
75	935.40	437.88	362.55	330.25
76	938.70	438.98	363.50	331.20
77	942.00	440.08	364.45	332.15
78	945.30	441.18	365.40	333.10
79	948.60	442.28	366.35	334.05

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
80	951.90	443.38	367.30	335.00
81	955.20	444.48	368.25	335.95
82	958.50	445.58	369.20	336.90
83	961.80	446.68	370.15	337.85
84	965.10	447.78	371.10	338.80
85	968.40	448.88	372.05	339.75
86	971.70	449.98	373.00	340.70
87	975.00	451.08	373.95	341.65
88	978.30	452.18	374.90	342.60
89	981.60	453.28	375.85	343.55
90	984.90	454.38	376.80	344.50
91	988.20	455.48	377.75	345.45
92	991.50	456.58	378.70	346.40
93	994.80	457.68	379.65	347.35
94	998.10	458.78	380.60	348.30
95	1,001.40	459.88	381.55	349.25
96	1,004.70	460.98	382.50	350.20
97	1,008.00	462.08	383.45	351.15
98	1,011.30	463.18	384.40	352.10
99	1,014.60	464.28	385.35	353.05
100	1,017.90	465.38	386.30	354.00
101	1,021.20	466.48	387.25	354.95
102	1,024.50	467.58	388.20	355.90
103	1,027.80	468.68	389.15	356.85
104	1,031.10	469.78	390.10	357.80
105	1,034.40	470.88	391.05	358.75
106	1,037.70	471.98	392.00	359.70
107	1,041.00	473.08	392.95	360.65
108	1,044.30	474.18	393.90	361.60
109	1,047.60	475.28	394.85	362.55
110	1,050.90	476.38	395.80	363.50
111	1,054.20	477.48	396.75	364.45
112	1,057.50	478.58	397.70	365.40
113	1,060.80	479.68	398.65	366.35
114	1,064.10	480.78	399.60	367.30
115	1,067.40	481.88	400.55	368.25
116	1,070.70	482.98	401.50	369.20
117	1,074.00	484.08	402.45	370.15
118	1,077.30	485.18	403.40	371.10
119	1,080.60	486.28	404.35	372.05

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
120	1,083.90	487.38	405.30	373.00
121	1,087.20	488.48	406.25	373.95
122	1,090.50	489.58	407.20	374.90
123	1,093.80	490.68	408.15	375.85
124	1,097.10	491.78	409.10	376.80
125	1,100.40	492.88	410.05	377.75
126	1,103.70	493.98	411.00	378.70
127	1,107.00	495.08	411.95	379.65
128	1,110.30	496.18	412.90	380.60
129	1,113.60	497.28	413.85	381.55
130	1,116.90	498.38	414.80	382.50
131	1,120.20	499.48	415.75	383.45
132	1,123.50	500.58	416.70	384.40
133	1,126.80	501.68	417.65	385.35
134	1,130.10	502.78	418.60	386.30
135	1,133.40	503.88	419.55	387.25
136	1,136.70	504.98	420.50	388.20

Table E-13 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
137	1,140.00	506.08	421.45	389.15
138	1,143.30	507.18	422.40	390.10
139	1,146.60	508.28	423.35	391.05
140	1,149.90	509.38	424.30	392.00
141	1,153.20	510.48	425.25	392.95
142	1,156.50	511.58	426.20	393.90
143	1,159.80	512.68	427.15	394.85
144	1,163.10	513.78	428.10	395.80
145	1,166.40	514.88	429.05	396.75
146	1,169.70	515.98	430.00	397.70
147	1,173.00	517.08	430.95	398.65
148	1,176.30	518.18	431.90	399.60
149	1,179.60	519.28	432.85	400.55
150	1,182.90	520.38	433.80	401.50
For each unit in excess of 150, add the following:				
	3.30	1.10	0.95	0.95

TABLE E-8

Wild Spot Payment Table

New York, Chicago and Los Angeles, Together with Other Cities

The rates in this table are for 8 weeks of use with respect to commercials used in New York, Chicago and Los Angeles (all three), plus the number of units shown in the left-hand column.

In computing the applicable unit count, all cities, other than New York, Chicago and Los Angeles, each count for one unit except for the following which carry the unit count indicated:

Atlanta.....	6	Greenville-Spartanburg- Asheville-Anderson...	2	Nashville.....	2	San Antonio.....	2
Austin.....	2			Norfolk-Portsmouth- Newport News.....	2	San Diego.....	3
Baltimore.....	3			Oklahoma City.....	2	San Francisco.....	7
Boston.....	6	Hartford-New Haven...	2	Orlando-Daytona Bch...	4		
Charlotte.....	3	Houston.....	6	Philadelphia.....	8	Seattle-Tacoma.....	5
Cincinnati.....	2	Indianapolis.....	3	Phoenix.....	5	Tampa-St. Petersburg...	5
Cleveland.....	4	Kansas City.....	2	Pittsburgh.....	3	Toronto.....	8
Columbus, OH.....	2	Las Vegas	2	Portland, OR.....	3	Vancouver, BC.....	3
Dallas-Ft. Worth.....	7	Mexico/Mexico City...	49	Puerto Rico.....	3	Washington, DC.....	6
Denver.....	4	Miami.....	4	Raleigh-Durham.....	3	West Palm Beach- Ft. Pierce.....	2
Detroit.....	5	Milwaukee.....	2	Sacramento/Stockton...	3		
Grand Rapids-Kalamazoo- Battle Creek.....	2	Minneapolis-St. Paul...	4	St. Louis.....	3		
		Montreal.....	5	Salt Lake City.....	2		

An additional 18% for H&R is due on all amounts.

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
0	550.30	306.82	237.38	211.27
1	552.94	308.38	238.94	212.75
2	555.58	309.94	240.50	214.23
3	558.22	311.50	242.06	215.71
4	560.86	313.06	243.62	217.19
5	563.50	314.62	245.18	218.67
6	566.14	316.18	246.74	220.15
7	568.78	317.74	248.30	221.63
8	571.42	319.30	249.86	223.11
9	574.06	320.86	251.42	224.59
10	576.70	322.42	252.98	226.07
11	579.34	323.98	254.54	227.55
12	581.98	325.54	256.10	229.03
13	584.62	327.10	257.66	230.51
14	587.26	328.66	259.22	231.99
15	589.90	330.22	260.78	233.47
16	592.54	331.78	262.34	234.95
17	595.18	333.34	263.90	236.43
18	597.82	334.90	265.46	237.91
19	600.46	336.46	267.02	239.39
20	603.10	338.02	268.58	240.87

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
21	605.74	339.58	270.14	242.35
22	608.38	341.14	271.70	243.83
23	611.02	342.70	273.26	245.31
24	613.66	344.26	274.82	246.79
25	616.30	345.82	276.38	248.27
26	618.94	347.38	277.94	249.75
27	621.58	348.94	279.50	251.23
28	624.22	350.50	281.06	252.71
29	626.86	352.06	282.62	254.19
30	629.50	353.62	284.18	255.67
31	632.14	355.18	285.74	257.15
32	634.78	356.74	287.30	258.63
33	637.42	358.30	288.86	260.11
34	640.06	359.86	290.42	261.59
35	642.70	361.42	291.98	263.07
36	645.34	362.98	293.54	264.55
37	647.98	364.54	295.10	266.03
38	650.62	366.10	296.66	267.51
39	653.26	367.66	298.22	268.99
40	655.90	369.22	299.78	270.47
41	658.54	370.78	301.34	271.95

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
42	661.18	372.34	302.90	273.43
43	663.82	373.90	304.46	274.91
44	666.46	375.46	306.02	276.39
45	669.10	377.02	307.58	277.87
46	671.74	378.58	309.14	279.35
47	674.38	380.14	310.70	280.83
48	677.02	381.70	312.26	282.31
49	679.66	383.26	313.82	283.79
50	682.30	384.82	315.38	285.27
51	684.94	386.38	316.94	286.75
52	687.58	387.94	318.50	288.23
53	690.22	389.50	320.06	289.71
54	692.86	391.06	321.62	291.19
55	695.50	392.62	323.18	292.67
56	698.14	394.18	324.74	294.15
57	700.78	395.74	326.30	295.63
58	703.42	397.30	327.86	297.11
59	706.06	398.86	329.42	298.59
60	708.70	400.42	330.98	300.07
61	711.34	401.47	331.88	300.97
62	713.98	402.52	332.78	301.87
63	716.62	403.57	333.68	302.77
64	719.26	404.62	334.58	303.67
65	721.90	405.67	335.48	304.57
66	724.54	406.72	336.38	305.47
67	727.18	407.77	337.28	306.37
68	729.82	408.82	338.18	307.27
69	732.46	409.87	339.08	308.17
70	735.10	410.92	339.98	309.07
71	737.74	411.97	340.88	309.97
72	740.38	413.02	341.78	310.87
73	743.02	414.07	342.68	311.77
74	745.66	415.12	343.58	312.67
75	748.30	416.17	344.48	313.57
76	750.94	417.22	345.38	314.47
77	753.58	418.27	346.28	315.37
78	756.22	419.32	347.18	316.27
79	758.86	420.37	348.08	317.17
80	761.50	421.42	348.98	318.07
81	764.14	422.47	349.88	318.97

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
82	766.78	423.52	350.78	319.87
83	769.42	424.57	351.68	320.77
84	772.06	425.62	352.58	321.67
85	774.70	426.67	353.48	322.57
86	777.34	427.72	354.38	323.47
87	779.98	428.77	355.28	324.37
88	782.62	429.82	356.18	325.27
89	785.26	430.87	357.08	326.17
90	787.90	431.92	357.98	327.07
91	790.54	432.97	358.88	327.97
92	793.18	434.02	359.78	328.87
93	795.82	435.07	360.68	329.77
94	798.46	436.12	361.58	330.67
95	801.10	437.17	362.48	331.57
96	803.74	438.22	363.38	332.47
97	806.38	439.27	364.28	333.37
98	809.02	440.32	365.18	334.27
99	811.66	441.37	366.08	335.17
100	814.30	442.42	366.98	336.07
101	816.94	443.47	367.88	336.97
102	819.58	444.52	368.78	337.87
103	822.22	445.57	369.68	338.77
104	824.86	446.62	370.58	339.67
105	827.50	447.67	371.48	340.57
106	830.14	448.72	372.38	341.47
107	832.78	449.77	373.28	342.37
108	835.42	450.82	374.18	343.27
109	838.06	451.87	375.08	344.17
110	840.70	452.92	375.98	345.07
111	843.34	453.97	376.88	345.97
112	845.98	455.02	377.78	346.87
113	848.62	456.07	378.68	347.77
114	851.26	457.12	379.58	348.67
115	853.90	458.17	380.48	349.57
116	856.54	459.22	381.38	350.47
117	859.18	460.27	382.28	351.37
118	861.82	461.32	383.18	352.27
119	864.46	462.37	384.08	353.17
120	867.10	463.42	384.98	354.07
121	869.74	464.47	385.88	354.97

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
122	872.38	465.52	386.78	355.87
123	875.02	466.57	387.68	356.77
124	877.66	467.62	388.58	357.67
125	880.30	468.67	389.48	358.57
126	882.94	469.72	390.38	359.47
127	885.58	470.77	391.28	360.37
128	888.22	471.82	392.18	361.27
129	890.86	472.87	393.08	362.17
130	893.50	473.92	393.98	363.07
131	896.14	474.97	394.88	363.97
132	898.78	476.02	395.78	364.87
133	901.42	477.07	396.68	365.77
134	904.06	478.12	397.58	366.67
135	906.70	479.17	398.48	367.57
136	909.34	480.22	399.38	368.47
137	911.98	481.27	400.28	369.37

Table E-8 Use	Actor, Anncr., Solo/Duo	Group Singers		
		3-5	6-8	9+
138	914.62	482.32	401.18	370.27
139	917.26	483.37	402.08	371.17
140	919.90	484.42	402.98	372.07
141	922.54	485.47	403.88	372.97
142	925.18	486.52	404.78	373.87
143	927.82	487.57	405.68	374.77
144	930.46	488.62	406.58	375.67
145	933.10	489.67	407.48	376.57
146	935.74	490.72	408.38	377.47
147	938.38	491.77	409.28	378.37
148	941.02	492.82	410.18	379.27
149	943.66	493.87	411.08	380.17
150	946.30	494.92	411.98	381.07
For each unit in excess of 150, add the following:				
	2.64	1.05	0.90	0.90

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STANDARD SAG-AFTRA EMPLOYMENT CONTRACT FOR AUDIO COMMERCIALS

Date _____, 20____

Between _____, Producer, and _____ Performer.

Producer engages Performer and Performer agrees to perform services for Producer in Audio Commercials as follows:

Commercial Title(s) and Code Number(s) _____ Number of Commercials _____ Number of Tags _____ Number of Demos _____

Please check if applicable:

- Commercial(s) made for Initial Use on the Internet
 Commercial(s) made for Initial Use on New Media

Such commercial(s) are to be produced by _____, _____

ADVERTISING AGENCY

ADDRESS

acting as an agent for _____

ADVERTISER

PRODUCT(S)

City and State in which services rendered: _____ Place of Engagement: _____

Date and Hour of Engagement: _____

- Announcer Solo or Duo Contractor
 Actor, Actress Group 3-5 Sound Effects Performer
 Singer Group 6-8 Multiple Tracking or Sweetening (for singers) did occur
 Group Speaker Group 9 or more did not occur
 Spanish Language Translation Services Performed

Compensation _____ Part to be played _____

- Performer does not consent to the use of his/her services in commercials made hereunder on the Internet.
 Performer does not consent to the use of his/her services in commercials made hereunder in New Media.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at SAG-AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided.

Performer authorizes Producer to make all payments to which Performer may be entitled hereunder by check payable to Performer and sent to the SAG-AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: _____

All notices to Performer shall be addressed as follows: _____

This contract is subject to all of the terms and conditions of the SAG-AFTRA Audio Commercials Contract.

Employer of Record for income tax and unemployment insurance purposes is: _____

PRODUCER (Name of Company) _____

BY _____ SIGNATURE

PERFORMER _____ SIGNATURE

The Performer has the right to consult with his/her representative or SAG-AFTRA before signing this contract.

Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)
I, the undersigned, hereby state that I am the _____ of the above name
(MOTHER, FATHER, GUARDIAN)
Performer and do hereby consent and give my permission to this agreement.

SPECIAL PROVISIONS:

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto.

Performer's Signature _____ Social Security Number _____

IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.

(W-4 FORM IS ATTACHED HERE.)

STANDARD SAG-AFTRA EMPLOYMENT CONTRACT FOR DXGIO COMMERCIALS

STANDARD PROVISIONS

1. THEATRICAL/INDUSTRIAL USE (Strike the paragraph below if such rights are not granted by Performer)

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the **SAG-AFTRA Audio Commercials Contract**, for which Producer shall pay Performer not less than the additional compensation therein provided.

2. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 63 of the **SAG-AFTRA Audio Commercials Contract**.

3. PRODUCER'S RIGHTS

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.

4. CONFIDENTIALITY

“Confidential Information” means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of and products involved in the production and any and all scripts whether communicated orally, in written form, or electronically. Confidential information does not include information that was lawfully in Performer’s possession prior to being disclosed in connection with the employment of Performer, is now, or hereafter becomes generally known to the public, or that Performer rightfully obtained without restriction from a third party. Performer acknowledges that Performer has and will become aware of certain Confidential Information. Unless otherwise required by law, Performer agrees that, without Producer’s prior written approval, Performer shall hold such Confidential Information in the strictest confidence and that Performer will not disclose such Confidential Information to anyone (other than Performer’s representatives in the course of their duties to Performer, which representatives shall be bound by the same restrictions as set forth in this Agreement) or utilize such Confidential Information for Performer’s benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit Performer from disclosing Confidential Information concerning Performer’s wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any non-disclosure agreement that has not been approved in advance and in writing by the Union.”

This provision is not intended to supersede any confidentiality provisions in celebrity agreements.

For the most current version and contribution instructions: www.sagafraplans.org/employers

SAG-AFTRA AUDIO COMMERCIALS ■ H&R REMITTANCE REPORT ■ PRODUCTION REPORT

IMPORTANT INSTRUCTIONS

1. Use this form for Production, Use and Reuse, or Editing Reporting.
2. Make checks payable to AFTRA Health and Retirement Funds and send with a copy of this form to AFTRA Health and Retirement Funds, Post Office Box 13673, Newark, New Jersey, 07188-3673. Send talent checks with a copy of this report to your local SAG-AFTRA office and retain a copy. For inquiries to AFTRA H&R, call 1-800-562-4690 or 212-499-4800.
3. The filing by Producer of this Report shall be deemed an acceptance by Producer of the Health & Retirement Funds provisions of the applicable collective bargaining contract of SAG-AFTRA and an agreement by Producer to be bound thereby and by the Health & Retirement Funds thereafter.
Retirement Funds established thereunder.

HEALTH AND RETIREMENT	
Reporting Co. _____	

Address _____	

Account No. _____	Date _____
This sheet is ____ of ____ pages.	
a) Total Gross Payment (sum of column H all pages) \$ _____	
b) Contribution: _____ % \$ _____	
_____ % \$ _____	
c) Total Contribution _____ % \$ _____	
Make checks payable to:	
AFTRA HEALTH AND RETIREMENT FUNDS	

Product _____

Advertiser _____

Recording Studio _____

City _____

Recording Date(s) _____

Advertising Agency _____

City _____

Producer _____

First Air Date(s) _____

Enter Category Symbol in Column (C)			
A	Actor, Actress	S6	Singer Group 6-8
ANN	Announcer	S9	Singer Group 9 or more
S	Singer Solo or Duo	C	Contractor
S3	Singer Group 3-5	SE	Sound Effects Performer

TYPE OF USE	DATES OF CYCLE	CYCLE WEEKS				NY	CHI	LA	# Units Weighted Cities	# Units Non-weighted Cities	NO. OF USES	
		1	4	8	13						26	39
Wild Spot or Local Program												
Network Program												
Regional Network Program												
Dealer (26 weeks)												
Dealer (8 weeks)												
Foreign (18 months)												
			4	8	52							
Internet												
New Media												
Special Comments:												

(A) Social Security Account Number	(B) PERFORMER'S NAME Last First Initial			(C) Category	Fill in when reporting Session Fee		(G) If an Upgrade, insert amount already paid for cycle	(H) GROSS PAYMENT	(I) CHECK IF MULTI-SERVICES CONTRACT
					(F) Hours				
					From	To			
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>
									<input type="checkbox"/>

Instructions: This excel chart may be used for electronic reporting purposes for payroll companies reporting 1,000 or fewer records within a 30-day period. All of the required data points correspond to data points that all employers are currently required to provide to the union and benefit plans on "Exhibit B" of the TV Commercials Contract and the "H&R Remittance Report" of the Audio Commercials Contract. A separate row must be completed for each payment for each performer. See sample records for examples on how to populate each field for a record.

Field Description	Example Records				
Performer First Name	<i>John</i>	<i>Jane</i>	<i>James T.</i>	<i>James T.</i>	<i>L.</i>
Performer Last Name	<i>Doe</i>	<i>Smith</i>	<i>Performer</i>	<i>Performer</i>	<i>Jones</i>
First Service Date	<i>10/15/2013</i>	<i>10/23/2013</i>	<i>11/1/2013</i>	<i>11/1/2013</i>	<i>11/1/2013</i>
Camera Code (0= Off Camera, 1= On Camera)	<i>1</i>	<i>0</i>	<i>1</i>	<i>1</i>	<i>1</i>
Performer Category (see tab for key)	<i>PRI</i>	<i>PRI</i>	<i>PRI</i>	<i>PRI</i>	<i>EXT</i>
Number of Days Worked	<i>2</i>	<i>1</i>	<i>2</i>	<i>2</i>	<i>1</i>
Minor (0= No, 1=Yes)	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Number of Spots	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>
Number of session hours	<i>8</i>	<i>4</i>	<i>8</i>	<i>8</i>	<i>8</i>
Performer Social Security Number	<i>xxx-xx-xxxx</i>	<i>xxx-xx-xxxx</i>	<i>xxx-xx-xxxx</i>	<i>xxx-xx-xxxx</i>	<i>xxx-xx-xxxx</i>
Advertising Agency	<i>The xxx Agency</i>	<i>The xxx Agency</i>	<i>The yyy Agency</i>	<i>The yyy Agency</i>	<i>The yyy Agency</i>
Gross Amount Subject to P&H	<i>\$xxxx.xx</i>	<i>\$xxxx.xx</i>	<i>\$xxxx.xx</i>	<i>\$xxxx.xx</i>	<i>\$xxxx.xx</i>
Class A Use Number (from) (if applicable)	<i>1</i>	<i>1</i>			
Class A Use Number (to) (if applicable)	<i>30</i>	<i>30</i>			
Commercial Ad-ID	<i>xxxxxxxxxxxx</i>	<i>xxxxxxxxxxxx</i>	<i>yyyyyyyyyyyy</i>	<i>yyyyyyyyyyyy</i>	<i>yyyyyyyyyyyy</i>
Length (in seconds)	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>	<i>30</i>
First Lift ID (if applicable)					

Field Description	Example Records				
First Lift Length (if applicable)					
First Lift use "from" date					
First Lift use "to" date					
Second Lift ID (if applicable)					
Second Lift Length (if applicable)					
Second Lift use "from" date					
Second Lift use "to" date					
Commercial Title	<i>"Sunshine"</i>	<i>"Sunshine"</i>	<i>"Climbing"</i>	<i>"Climbing"</i>	<i>"Climbing"</i>
Contract Year	2013	2013	2013	2013	2013
Cycle Start Date	12/8/2013	12/8/2013		1/2/2014	
Cycle Length in Weeks	13	13		13	
Cycle End Date	3/13/2014	3/13/2014		4/2/2014	
Dub Date (if applicable)			11/15/2013	11/15/2013	
First air date	12/8/2013	12/8/2013		1/2/2014	
First fixed cycle	12/8/2013	12/8/2013		1/2/2014	
Film date	10/15/2013		11/1/2013	11/1/2013	11/1/2013
Film location city	<i>Los Angeles</i>		<i>New York</i>	<i>New York</i>	<i>New York</i>
Film location state	<i>CA</i>		<i>NY</i>	<i>NY</i>	<i>NY</i>
Film location studio (if applicable)	<i>Hollywood Studios</i>		<i>NY Studios</i>	<i>NY Studios</i>	<i>NY Studios</i>
Gross Amount	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx
Report Date	2/20/2014	2/20/2014	2/20/2014	2/20/2014	2/20/2014
Report Number	1	1	1	1	1
Use in Asia/Pacific (0=No, 1= Yes)	0	0	0	0	0
Use in Europe (0=No, 1= Yes)	0	0	0	0	0
Use in Japan (0=No, 1= Yes)	0	0	0	0	0

Field Description	Example Records				
Use in Rest of the World (0=No, 1=Yes)	0	0	0	0	0
Use in UK (0=No, 1=Yes)	0	0	0	0	0
Misc payment amount (if applicable)	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx
Number of tags (if applicable)	0	0	0	0	0
Paymaster Name	<i>The xxx Payroll Company</i>	<i>The xxx Payroll Company</i>	<i>The xxx Payroll Company</i>	<i>The xxx Payroll Company</i>	<i>The xxx Payroll Company</i>
Paymaster State	<i>New York</i>	<i>New York</i>	<i>New York</i>	<i>New York</i>	<i>New York</i>
P&H Amount	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx	\$xxxx.xx
P&H Percent	16.80%	16.80%	16.80%	16.80%	16.80%
Brand/Product	<i>xxx Toothpaste</i>	<i>xxx Toothpaste</i>	<i>xxx Car Rental</i>	<i>xxx Car Rental</i>	<i>xxx Car Rental</i>
Payment Code (see tab)	<i>CLA</i>	<i>CLA</i>	<i>BSS</i>	<i>WSP</i>	<i>BSS</i>
Payment Description	<i>Class A</i>	<i>Class A</i>	<i>Session</i>	<i>Wild Spot</i>	<i>Session</i>
Record Date		<i>10/23/2013</i>			
Record Location City		<i>Los Angeles</i>			
Record Location State		<i>CA</i>			
Record Location Studio		<i>Hollywood Studios</i>			
Signatory Code	<i>xxxxxx</i>	<i>xxxxxx</i>	<i>yyyyyy</i>	<i>yyyyyy</i>	<i>yyyyyy</i>
Signatory Name	<i>The xxxx Agency</i>	<i>The xxxx Agency</i>	<i>The yyyy Agency</i>	<i>The yyyy Agency</i>	<i>The yyyy Agency</i>
Advertiser Name	<i>Consumer Products International</i>	<i>Consumer Products International</i>	<i>xxx Car Rental</i>	<i>xxx Car Rental</i>	<i>xxx Car Rental</i>
Number of units (if applicable)				20	
Number of upgrade units (if applicable)				5	

SAG-AFTRA AUDIO COMMERCIALS USE STATEMENT

Performer _____ Advertising Agency _____

Category _____ Advertiser _____

Check Number _____ Product _____

Employer of record for Income Tax and Unemployment Insurance purposes is _____

Employer's Address _____

State in which Unemployment Insurance is filed _____

State Identification Number _____

75. COMMERCIAL IDENTIFICATION	Session Date	Category	
		A	Actors, Actresses
ANN	Announcer		
S	Singer, Solo or Duo		
S3	Singer, Group 3-5		
S6	Singer, Group 6-8		
S9	Singer, Group 9 or more		
C	Contractor		
SE	Sound Effects Performer		

Type of Use	Dates of Cycle	Cycle Weeks				NY	CHI	LA	# Units Weighted Cities	# Units Non-Weighted Cities	No. of Uses	
		1	4	8	13						26	39
Wild Spot												
Network Program												
Regional Net. Prog.												
Dealer (26 weeks)												
Dealer (8 weeks)												
Foreign (18 months)												
Internet												
New Media												
Audition												
Re-recording												
Non-Air												

1. Upgrade _____	Amount Previously Paid for Cycle	\$ _____
2. Session Fee Applicable to Use Fee Above		_____
3. Late Payment		_____
4. Other		_____
	Total Amount	\$ _____

Special Comments:

Other forms containing the above information may be used provided they are first submitted to and approved by SAG-AFTRA.

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EXHIBIT D

SAG-AFTRA AUDIO COMMERCIAL AUDITION REPORT

<input type="checkbox"/> WHERE APPLICABLE	TO BE COMPLETED BY CASTING DIRECTOR		PAGE	OF
<input type="checkbox"/> ANNOUNCER / ACTOR <input type="checkbox"/> GROUP PERFORMER <input type="checkbox"/> SOLO / DUO <input type="checkbox"/> SPANISH TRANSLATION SERVICES	Person to whom correspondence concerning this form shall be sent: Name and Telephone Number: _____ _____			AUDITION DATE: _____
INTENDED USE:	ADVERTISER:	JOB NUMBER:		
NAME OF CASTING REPRESENTATIVE:	COMMERCIAL TITLE, NAME AND NUMBER:	PRODUCTION COMPANY:		
ADVERTISING AGENCY AND CITY:	PRODUCT:			
INSTRUCTIONS: Circle below the name of the performer hired, if known. Mail one copy to SAG-AFTRA on the 1st and 15th of each month.				

TO BE COMPLETED BY PERFORMERS

NAME (PRINT)	*	MEMBERSHIP NUMBER OR SOCIAL SECURITY NUMBER	AGENT (PRINT)	ACTUAL CALL	TIME IN	TIME OUT	INITIAL	CIRCLE INTERVIEW NUMBER	ROLE (IF 3RD OR 4TH AUD.)	GENDER (X)	
										M	F
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			
								1st 2nd 3rd 4th			

This recorded audition material will not be used as a client demo, an audience reaction commercial, for copy testing, or as a scratch track without payment of the minimum compensation provided for in the Audio Commercials Contract and shall be used solely to determine the suitability of the performer for a specific commercial.

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

The only reason for requesting information on gender is for the talent union to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Authorized Representative's signature on this form shall not constitute a verification of the information supplied by performers.

Mail one copy to SAG-AFTRA on the 1st and 15th of each month.

SAG-AFTRA
MEMBER REPORT
Audio Commercials

(One copy of this form must be filled out and filed with SAG-AFTRA within 48 hours of engagement.)

A member is responsible for filing his or her own **Member Report** unless another SAG-AFTRA member (SAG-AFTRA Reporter) has accepted responsibility for filing. Failure to file for each **Audio Commercial** engagement may subject you to a fine for each such offense. Performer must initial opposite name if SAG-AFTRA Reporter is designated.

Date of Engagement:	
Recording Studio:	Address:
Agency:	Address:
Producer:	Address:
Sponsor & Product:	Type: <input type="checkbox"/> Program <input type="checkbox"/> Spot <input type="checkbox"/> Audition <input type="checkbox"/> Library

FILL IN, IF INFORMATION AVAILABLE	The only reason for requesting information on ethnicity, sex, age, and disability is for the talent unions to monitor applicant flow. The furnishing of such information is on a VOLUNTARY basis. The Producer's signature on this form shall not constitute a verification of information supplied by performers.
Cycle: <input type="checkbox"/> 13 wks <input type="checkbox"/> 8 wks <input type="checkbox"/> 4 wks <input type="checkbox"/> 1 wk <input type="checkbox"/> 1 year <input type="checkbox"/> Other:	
Use Category: <input type="checkbox"/> Wild Spot <input type="checkbox"/> Local Program <input type="checkbox"/> Network <input type="checkbox"/> Internet <input type="checkbox"/> New Media <input type="checkbox"/> Other:	
Fee to be Paid by:	
Date of First Release:	

Additional Information (doubling, etc.): **Check Appropriate Columns**

Name and Social Security Number of Artist <i>(Please Print)</i>	Artist to Initial	Type of Perf. *	Number of Spots or Programs	Length of Spots or Programs	Hours Employed		Will an Agents Commission be paid on session?		SEX (1)		AGE (2)				ETHNICITY (3)			Check if Disabled
					From	To	Yes	No	M	F	40+	-40	AP	B	C	LH	I	

Group Singers: Multi-tracking or Sweetening: <input type="checkbox"/> Yes <input type="checkbox"/> No Solo/Duo: Multi-tracking: <input type="checkbox"/> Yes <input type="checkbox"/> No Sweetening: <input type="checkbox"/> Yes # of Tracks ____ <input type="checkbox"/> No * Type of Performance KEY: A = Actor or Actress S6 = Singer, Group 6-8 DC = Dramatized Commercial ANN = Announcer S9 = Singer, Group 9 or more N = Narrator S1 = Singer, Solo/Duo MC = Master of Ceremonies Sig = Signature Voice S3 = Singer, Group 3-5 SE = Sound Effects Performer C = Contractor	(1) SEX M = Male; F = Female (2) AGE 40+ = 40 and Over -40 = Under 40 (3) ETH. AP = Asian/Pacific B = Black & African-American C = Caucasian LH = Latino/Hispanic I = Native American
---	---

The information contained in this Memorandum is obtained from the contract or contracts, verbal or written, which the undersigned employer has entered into with the members of SAG-AFTRA whose names are listed hereon.

This engagement shall be governed by and be subject to the applicable terms of the SAG-AFTRA Audio Commercials Contract, Code of Fair Practice for Commercial Radio Broadcasting and Code of Fair Practice for Network Television Broadcasting.

Employer: _____

The undersigned certifies the foregoing information is true.

Signature of Employer or Employer's Representative: By _____

I accept responsibility for filing this report with SAG-AFTRA:

Signature of SAG-AFTRA (member) Reporter

Date: _____

GUIDELINES FOR ALLOCATIONS IN OVERSCALE AGREEMENTS

These Guidelines for Allocations in Overscale Agreements (the “Guidelines”) have been developed by the Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) and the ANA-4A’s Joint Policy Committee on Broadcast Talent Relations (“JPC”) to assist Producers and Performers in determining appropriate allocations between covered and non-covered services as required pursuant to the SAG-AFTRA Health Fund and AFTRA Retirement Fund provision of the SAG-AFTRA Audio Commercials Contract (the “Contract”).

These Guidelines provide an important indication to Producers regarding those situations in which contributions to the Funds may be considered by SAG-AFTRA to be inadequate. In those situations, Producers will therefore have an opportunity to bring to SAG-AFTRA’s attention circumstances that a Producer believes warrants different contribution levels. In making the allocation, if a Producer believes that the application of these Guidelines is inappropriate in a particular situation, or has questions about the application or appropriateness of the Guidelines in a particular situation, Producer may bring those concerns to SAG-AFTRA’s and the JPC’s attention. In particular in the case of music tour contracts, or race car driver endorsement contracts meriting special consideration, Producers may wish to contact SAG-AFTRA and the JPC.

Provided a Producer allocates in accordance with the following Guidelines, such allocation shall be rebuttably presumed to be proper in any proceeding brought to challenge such allocation under the **ARBITRATION** and SAG-AFTRA Health Fund and **AFTRA Retirement Fund** provisions of the Contract.

GUIDELINES

Audio Commercial services include the right to produce and use commercials, whether or not that right is exercised.

- a) 100% of contract amount is reportable where compensation paid is solely for covered services.
- b) A 50% allocation for a multi-service contract where SAG-AFTRA audio commercial services are involved with non-covered services. This allocation also applies where no SAG-AFTRA audio commercials are produced or used in a given period but the Producer has a right to do so and to hold the performer to exclusivity. Notwithstanding the foregoing, in the event the performer’s principal source of income in the entertainment industry is derived from modeling services, the allocation may be 40% for such contracts.
- c) In lieu of any other allocations provided herein, 20% allocation for a multi-service contract of currently active or inactive athletes who endorse a product/brand with which they are strongly associated and who generally wear the corporate logo/image on their clothes or equipment or who have product lines or other collateral merchandise associated with their endorsement. This allocation does not apply to athletes advertising products that are unrelated to their sport. Guideline B would be applicable in those cases.
- d) In lieu of any other allocations provided herein, 40% allocation for commercials used exclusively outside the United States.
- e) In lieu of any other allocations provided herein, 40% allocation for a performer in commercials for products or product lines which the performer has had an active role in developing and features the performer’s name or image in the product, product line, or collateral merchandise.
- f) In lieu of any allocations provided herein, where compensation is comprised, in part, of royalties or stock, 40% of any upfront non-refundable guarantee to performers appearing in commercials for products or product lines, where performers have a financial interest in the sale of products or product lines, and other non-covered services are involved.

Where contracts under Guideline A hereof include services covered by the SAG-AFTRA Commercials Contract and the SAG-AFTRA Audio Commercials Contract, allocations for covered services may be split 80% to services covered by the SAG-AFTRA Commercials Contract and 20% to services covered by the SAG-AFTRA Audio Commercials Contract.

Where contracts include non-covered services and services covered by the SAG-AFTRA Commercials Contract and the SAG-AFTRA Audio Commercials Contract, allocations for covered services may be split 90% to services covered by the SAG-AFTRA Commercials Contract and 10% to services covered by the SAG-AFTRA Audio Commercials Contract. This provision is not intended to reduce the allocation to covered services to less than 50% as specified in Guideline B (e.g. a contract with covered services in both television and audio would result in a guideline allocation of 45% to television services and 5% to audio services for a total 50% allocation).

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into by and between _____ ("Producer") , on the one hand, and _____ (the "Auditors") and the SAG-AFTRA Health Fund and AFTRA Retirement Fund ("the Funds") on the other hand, with respect to the Auditors' payroll compliance review of Producer's books and records on behalf of the Funds ("Audit") for the period _____.

As a condition of Producer making its books and records available to the Auditors for the purposes of the Audit, the Auditors and the Funds hereby agree to treat confidentially and limit access to all information contained therein and otherwise furnished by Producer in connection with the Audit. The Auditors and the Funds further agree to treat confidentially and limit access, as described below, to any and all documents, records, analyses, compilations, studies, reports, and other materials prepared by the Auditors in whole or in part from the information furnished by Producer in connection with the Audit or which contain, mention, or reflect any such information.

The Auditors and the Funds agree that such information and materials shall not be disclosed to any party except: (i) to the Auditors and the Funds, and SAG-AFTRA, their respective directors, officers, agents, employees and attorneys in their capacities such as, on a need-to-know basis only, solely in connection with the Audit, provided that the foregoing parties shall be bound by the provisions hereof; (ii) to the extent necessary to comply with law or legal process, in which event Producer shall receive sufficient advance written notice of such proposed disclosure so as to object and/or request that the information or materials receive confidential treatment, and the Auditors and the Funds shall use reasonable efforts to ensure confidential treatment of the information or materials subject to disclosure; and (iii) in any action by the Funds arising out of the Audit, provided Producer is given advance notice by the Funds of their intent to offer such information or materials in such action and the opportunity to object and/or request that the information or materials receive confidential treatment.

The Auditors and the Funds acknowledge that Producer may be entitled to injunctive and other equitable relief, in addition to any all legal remedies, in the event of a breach or threatened breach of this Agreement.

The Auditors and the Funds agree to inform each of their respective employees, agents, or other representatives conducting or otherwise connected with the Audit of the foregoing requirements and to take reasonable steps to obtain their compliance with the terms hereof.

This Agreement shall not be construed as establishing any precedent with respect to any requirement for confidentiality agreements in any future audit. The Funds hereby expressly reserve their position that a confidentiality agreement is not a precondition for access to records under the applicable collective bargaining agreement. Producer hereby expressly reserves its position that a confidentiality agreement is a precondition for access to records under the applicable collective bargaining agreement.

IN WITNESS THEREOF, this Confidentiality Agreement has been executed and delivered by the individual parties hereto in their respective names by their duly authorized officers or representatives.

By: _____
Title: _____
Dated: _____

PRODUCER:

By: _____
Title: _____
Dated: _____

SAG-AFTRA HEALTH FUND AND AFTRA RETIREMENT FUND:

By: _____
Title: _____
Dated: _____

DATE

Contact @ Agency
Signatory Employer Name
Address
City, State Zip

RE: PSA Request for [Non Profit Organization]
PSA Name(s) [list each PSA Name and if available, the ID#]

Dear :

In response to your request, SAG-AFTRA agrees to grant a Public Service Announcement (“PSA”) waiver on any media covered under the SAG-AFTRA Audio Commercials Contract for a one-year period of use, subject to performers’ consent, subject to the terms and conditions set forth in Section 67 of the SAG-AFTRA Audio Commercials Contract and the following conditions:

1. Performer(s) must be notified at the time of audition or engagement that SAG-AFTRA has granted a waiver and that the applicable PSA rate allows for unlimited use not to exceed one year beginning not later than 15 working days after the first delivery of the PSA to any covered media or 13 weeks after commencement of the maximum use period, whichever first occurs.
2. All Performer(s) must be compensated at not less than the applicable minimum fee(s) pursuant to Section 6 of the 2016 SAG-AFTRA Audio Commercials Contract. SAG-AFTRA Health Fund and AFTRA Retirement Fund contributions are payable on the gross compensation paid to the performer(s).
3. All media time must be donated. Should the PSA be utilized on purchased time, full use and reuse fees must be paid to the performer(s) in accordance with the applicable provisions of the SAG-AFTRA Audio Commercials Contract, beginning with the first use on purchased media time, subject to **Section 33** “Maximum Period of Use of Commercials”.
4. Producer shall be permitted to display advertiser logos/IDs on the non-profit’s website (including the landing page). Producer shall obtain performer consent to the presence of advertiser logos/IDs on the landing page at the time of engagement.
5. PSAs may not contain solicitations for donations unless specifically approved by SAG-AFTRA.
6. Should Producer wish to utilize the PSA(s) beyond the initial one-year use period, Producer shall obtain written consent from SAG-AFTRA and the principal performer(s) for such extended use. Any individual performer shall have the right to negotiate for compensation for such extended use.

Sincerely,

SAG-AFTRA

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