



2022 SAG-AFTRA POLITICAL COMMERCIAL WAIVER

1. PARTIES

This Agreement shall be between Screen Actors Guild-American Federation of Television and Radio Artists (hereafter, "SAG-AFTRA" or "the Union"), on the one hand, and **COMPANY NAME**. ("**COMPANY NAME**" or "Producer"), on the other hand.

2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that except as specifically provided for below, **COMPANY NAME** shall continue to be bound by all the terms and conditions of the 2022 SAG-AFTRA Commercials Contract and 2022 SAG-AFTRA Audio Commercials Contract (Commercials Contracts).

3. TERM

This Agreement shall be for a period commencing upon final approval by both SAG-AFTRA and **COMPANY NAME**, whichever is later, and shall apply to all commercials made during its term, whenever exhibited. This waiver shall expire co-terminus with the Commercials Contracts

4. LINEAR DOMESTIC USE - WILD SPOT

Producers of political, candidate, and issue spots related to active ballot measures may purchase 13-weeks of Wild Spot use for a payment to the performer(s) in the amount of the 4-week Wild Spot rate (\$800.00 for on-camera performer, \$600 for off-camera performer). Such use may continue only for 13-weeks and is conditional upon talent giving consent at the time of the engagement.

5. DIGITAL USE - ONLY CANDIDATE OR SPONSORING ORGANIZATION'S WEBSITE/NEW MEDIA

Producers of political, candidate, and issue spots related to active ballot measures may be exhibited on the candidate's or sponsoring organization's web site, social media, or new media application for a payment to the performers of an additional 50% of the TV or audio/radio session fee, (\$391.55 for on-camera television, \$294.45 for off-camera television and \$173.80 for audio/radio). Such internet exhibition may continue only for the duration of that campaign not to exceed one year and is conditional upon talent giving consent at the time of the engagement.

6. DIGITAL USE - STREAMING PLATFORMS AND TRADITIONAL DIGITAL

Producers of political, candidate, and issue spots related to active ballot measures may purchase Streaming Platforms Digital Use for a payment to the performers in the amount of the applicable Traditional Digital rate (For 4 weeks, \$700.00 for on-camera performer, \$525.00 for off-camera performer. For 13 weeks, \$1,110.00 for on-camera performer, \$832.25 for off-camera performer). Such Streaming Platform Digital Use may continue only for the applicable time period and is conditional upon talent giving consent at the time of the engagement. Additionally, the commercial must be geofenced and have limited digital reach in regards to the applicable state or city in which the political, candidate, and issue spots related to active ballot measures is pertinent.



The compensation to the performer for this use will also allow the producer the ability to exhibit the commercial as outlined above in Section 5 as well as place the commercial on paid media time (ex: pre-roll on Netflix, paid ad on Instagram) for the duration of that campaign not to exceed one year and is conditional upon talent giving consent at the time of the engagement.

7. GENERAL TERMS

If a political, candidate, or issue commercial related to a ballot measure remains on the internet and/or new media beyond the duration of the campaign or beyond one year, whichever is earlier, no further payment shall be required provided that upon the performer/performer's agent or the Union's request the commercial is removed from all internet and/or new media sites within 15 business days.

Commercials made for a Presidential election, including the Primaries, are excluded from this waiver.

The spots must be posted in a "read only" format.