



2025 SAG-AFTRA Commercials Contract Transfer of Rights — Assumption Agreement

TRANSFEROR:

TRANSFeree:

(Company Name)

(Company Name)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Effective Date: _____

Transferee hereby agrees with Transferor that all commercials covered by this agreement (listed below*) are subject to the SAG, AFTRA or SAG-AFTRA Commercials Contract, 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 its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension Plan, SAG-AFTRA Health Plan, IACF, DTIMF, and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 47.E as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration provisions and procedures contained therein. Upon the Union's or the Plans' written request, Transferee agrees to timely provide to the Union and the Plans unredacted copies of all contracts relating to services provided under such performer contracts. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

Notwithstanding any other provision of this Transfer of Rights Assumption Agreement, Transferee may not use any Digital Replica referenced herein for any purpose in any field or medium unless Transferee complies with the provisions set forth in the section of the Commercials Contract addressing Digital Replication and Alteration. When Transferee provides the reasonably specific description required under Digital Replication and Alteration, Transferee must disclose whether the program, commercial or other content that the Digital Replica will be used for is to be produced under a SAG-AFTRA collective bargaining agreement. Transferee hereby acknowledges that SAG-AFTRA membership rules prohibit members from consenting to the use of their Digital Replica to generate a performance for a program, commercial or other content in any field or medium covered by a SAG-AFTRA collective bargaining agreement unless that program, commercial or other content is produced under the applicable SAG-AFTRA agreement.

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 the Union 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 the Union a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

Failure to obtain the required written assumption agreement is considered a substantial breach of this Contract.

***COMMERCIALS COVERED BY THIS AGREEMENT:**

TITLE AND I.D. NUMBER

PRODUCT

SESSION DATE

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



(Company Name of Transferor)

(Signature of Officer)

(Type Officer's Name and Title)

(Contact Email)

(Date)

(Company Name of Transferee)

(Signature of Officer)

(Type Officer's Name and Title)

(Contact Email)

(Date)

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

Transferee's Bank: Name _____

Branch: _____

Address: _____

City/Zip: _____

Phone: _____ Fax#: _____ Staff Referral: _____ Acct.#: _____

APPROVED FOR SAG-AFTRA

By: _____ Print Name: _____ Date: _____