

# Standard SAG-AFTRA Employment Contract

PRODUCER TO COMPLETE	
Date	Job#
Please return to	

## Audio Commercials

Extreme Reach Talent, Inc., 111 W. Jackson Blvd., Suite 1525, Chicago, IL 60604, (312) 726-4404, is the Employer of Record solely for the purpose of taxes, workers' compensation and unemployment insurance.

Did you know: [There's an electronic version of this form?](#)

Between (Producer): \_\_\_\_\_

and (Performer): \_\_\_\_\_

### PRODUCER ENGAGES PERFORMER AND PERFORMER AGREES TO PERFORM SERVICES FOR PRODUCER IN AUDIO COMMERCIALS AS FOLLOWS:

Commercial Title(s)	Ad-ID(s)	# Spots	# Tags	# Demos
Commercial(s) made for (check all that apply) <input type="checkbox"/> Initial Use on the Internet <input type="checkbox"/> Initial Use on New Media				
(Such commercial(s) are to be produced by) Ad Agency, Address				
(Acting as agent for) Advertiser		Products		
City, State (In which services rendered)		Place of Engagement		
Performer Type <input type="checkbox"/> Announcer <input type="checkbox"/> Singer <input type="checkbox"/> Solo or Duo <input type="checkbox"/> Group 6-8 <input type="checkbox"/> Contractor <input type="checkbox"/> Spanish Language Translation Services Performed <input type="checkbox"/> Actor <input type="checkbox"/> Group Speaker <input type="checkbox"/> Group 3-5 <input type="checkbox"/> Group 9 or more <input type="checkbox"/> Sound Effects				
For Singers, Multiple Tracking or Sweetening: <input type="checkbox"/> Did Occur <input type="checkbox"/> Did Not Occur		Sweeten # of Tracks		
Compensation	Part to be Played			
Performer does not consent to the use of his/her services in commercials made hereunder: <input type="checkbox"/> on the internet <input type="checkbox"/> In New Media				

The standard provisions printed on page 2 hereof are a part of this contract. If this contract provides for compensation at the 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. If this contract provides for compensation above the AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the SAG-AFTRA Audio Recorded Commercials Contract, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

### SPECIAL PROVISIONS (INCLUDING ADJUSTMENTS, IF ANY, FOR STUNT PERFORMERS)

Performer acknowledges that he/she has read all the terms and conditions in the Special Provisions section above and hereby agrees thereto:	Performer Signature

Until Performer shall otherwise direct in writing, 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, or as follows:

To Performer at (Address): \_\_\_\_\_

To Performer c/o (Talent Agency Name and Address): \_\_\_\_\_

All notices to Performer shall be sent to the address designated above for payments and, if Performer desires, to one other address as follows (Name, Address): \_\_\_\_\_

(All notices to) Producer Address	Producer Email
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**MINORS:** PERFORMER HEREBY CERTIFIES THAT HE/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 <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian of the above named Performer and do hereby consent and give my permission to this agreement:	Parent or Guardian Signature
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This contract is subject to all of the above terms and conditions of the applicable Commercials Contract. The Performer has the right to consult with his/her representative or SAG-AFTRA before signing this contract.

Performer (Print Name): \_\_\_\_\_ Producer (Print Name): \_\_\_\_\_

Performer Telephone Number: \_\_\_\_\_ Producer Telephone Number: \_\_\_\_\_

Performer Email: \_\_\_\_\_ Producer Email: \_\_\_\_\_

Performer Signature: \_\_\_\_\_ Producer Signature: \_\_\_\_\_

Dates Worked	Work From/To	

	Performer Signature
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**Standard Provisions**

- 1. THEATRICAL/INDUSTRIAL USE (Strike the paragraph below if such rights are not granted by Producer)  
 Producer shall have the right to the commercials(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 64 of the SAG-AFTRA Audio Commercials Contract.
- 3. PRODUCERS RIGHTS  
 Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercials(s). A role owned or created by Producer belongs to Producer and not to Performer.

**4. CONFIDENTIALITY CLAUSE**  
 "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 information regarding the creative elements (including, without limitation, scripts and storyboards) 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.