

ADVERTISING AGENCY \_\_\_\_\_ PRODUCER \_\_\_\_\_  
COMMERCIAL TITLE(S) \_\_\_\_\_ PRODUCT \_\_\_\_\_  
AND Ad-ID® NUMBER(S) \_\_\_\_\_

DATES WORKED	WORK TIME FROM / TO	MEALS FROM / TO	TRAVEL TO LOCATION FROM / TO	TRAVEL FROM LOCATION FROM / TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM / TO

Multiple Tracking or Sweetening:  did occur  did not occur  
Performer's Signature or Initials: \_\_\_\_\_

**EXHIBIT A-1**

**PERFORMER'S COPY**

**STANDARD SAG-AFTRA EMPLOYMENT CONTRACT FOR COMMERCIALS**

Between \_\_\_\_\_, Producer, and \_\_\_\_\_, Performer. Date \_\_\_\_\_, 20\_\_\_\_

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

Commercial Title(s) and Ad-ID® No.(s) \_\_\_\_\_

# of Commercials \_\_\_\_\_ # of Tags \_\_\_\_\_ # of Demos \_\_\_\_\_

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: \_\_\_\_\_

- Check if applicable:**
- Dealer Commercial(s)
    - Type A  Type B
  - Seasonal Commercial(s)
  - Test or Test Market Commercial(s)
  - Non-Air Commercial(s)
  - Produced for Cable
  - Internet Only Commercial(s)
  - New Media Only Commercial(s)
  - Work in Smoke Required
  - Spanish Language Translation

- Principal Performer
- Stunt Performer
- Specialty Act
- Dancer
- Singer
- Solo or Duo
- Group 3-5
- Group 6-8
- Group 9 or more
- Contractor
- Signature - Solo or Duo
- Group Signature 3-5
- Group Signature 6-8
- Group Signature 9 or more
- Pilot

Classification:  On-Camera  Off-Camera Part to be Played \_\_\_\_\_

Compensation: \_\_\_\_\_ Date(s) & Hour(s) of Employment: \_\_\_\_\_

Check if: Flight Insurance (\$11.80) Payable

Wardrobe to be furnished by Producer  by Performer   
If furnished by Performer: Number of costumes: @ \$17.65 (Non-evening Wear) @ \$29.45 (Evening Wear) Total Wardrobe Fee \$ \_\_\_\_\_

- 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.
- Performer does not consent to the use of his/her services in commercials made hereunder as dealer commercials payable at dealer commercial rates.
- Performer does not consent to the use of his/her services in commercials made hereunder on a simulcast.

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 additions, 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 SAG-AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the SAG-AFTRA Commercials Contract, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

Until Performer shall otherwise direct in writing, Performer authorizes Producer to make all payments to which Performer may be entitled hereunder as follows:

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

To Performer c/o \_\_\_\_\_ (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:

To \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

All notices to Producer shall be addressed as follows: To Producer at \_\_\_\_\_ (Address)

This contract is subject to all of the terms and conditions of the applicable Commercials Contract. Employer of Record for income tax and unemployment insurance purposes is: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

PRODUCER (NAME OF COMPANY) \_\_\_\_\_ The Performer has the right to consult with his/her representative or SAG-AFTRA before signing this contract.

BY \_\_\_\_\_ PERFORMER \_\_\_\_\_

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 \_\_\_\_\_ (Mother, Father, Guardian) of the above named Performer and do hereby consent and give my permission to this agreement. \_\_\_\_\_ (Signature of Parent of Guardian)

**SPECIAL PROVISIONS (including adjustments, if any, for Stunt Performers):**

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto. \_\_\_\_\_ (Signature of Performer)

**IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY**

(W-4 FORM IS ATTACHED HERE.)

# STANDARD PROVISIONS

## 1. RIGHT TO CONTRACT

Performer states that to the best of his/her knowledge, his/her has not authorized the use of his/her name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial(s) hereunder and that he/she is free to enter into this Contract and to grant the rights and uses as herein set forth.

## 2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this Contract, he/she has not accepted employment in nor authorized the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that he/she will not hereafter, during the term of permissible use of the commercial(s) for which he/she is employed hereunder, accept employment in or authorize the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. This paragraph shall not apply to off-camera solo or duo singers or to group performers (other than name groups) or to performers employed in seasonal commercials under Section 41 of the SAG-AFTRA Commercials Contract.

## 3. OTHER USES (Strike "A" or "B" or both if such rights are not granted by Performer)

### (a) Foreign Use.

Producer shall have the right to the foreign use of the commercial(s) produced hereunder for which Producer agrees to pay Performer not less than the additional compensation provided for in the SAG-AFTRA Commercials Contract. Producer agrees to notify SAG-AFTRA in writing promptly of any such foreign use.

### (b) Theatrical & Industrial Use.

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 Commercials Contract, for which Producer shall pay Performer not less than the additional compensation therein provided.

## 4. 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 58 of the SAG-AFTRA Commercials Contract.

## 5. 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.