



COLORADO LIMITED LETTER OF ADHERENCE*

*The 2013 SAG-AFTRA Colorado Limited Letter of Adherence for Commercials shall apply to commercials which are:

- A. PRODUCED IN ANY OR ALL OF THE FOLLOWING STATES: Arizona, Colorado, Kansas (except Kansas City), New Mexico, Utah and Wyoming; **and**
- B. BROADCAST FROM ANY OF THE FOLLOWING STATES: Arizona, Colorado, Idaho, Kansas (except Kansas City), Montana, Nebraska (except Omaha), New Mexico, Utah and Wyoming.



**SAG-AFTRA
COLORADO LIMITED LETTER OF ADHERENCE FOR COMMERCIALS
REGIONAL CONTRACT**

We hereby acknowledge receipt of the national 2013 SAG-AFTRA Commercials Contract and except as conditioned or modified in this Limited Letter of Adherence, agree to become party to, abide by, and conform to the terms and conditions thereof.

I. PURPOSE

This is a limited letter of adherence negotiated locally, applicable only to commercials produced and utilized as described in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, herein. This contract modifies certain terms and conditions of the 2013 SAG-AFTRA Commercials Contract (hereafter, "Commercials Contract"). Only those terms and conditions that are expressly mentioned herein are modified by this Agreement. Terms or conditions that are not specified within this Agreement are unchanged and the applicable provision(s) of the Commercials Contract shall govern.

II. GEOGRAPHIC SCOPE AND JURISDICTION

The 2013 SAG-AFTRA Colorado Limited Letter of Adherence for Commercials shall apply to commercials which are:

- C. PRODUCED IN ANY OR ALL OF THE FOLLOWING STATES: Arizona, Colorado, Kansas (except Kansas City), New Mexico, Utah and Wyoming; **and**
- D. BROADCAST FROM ANY OF THE FOLLOWING STATES: Arizona, Colorado, Idaho, Kansas (except Kansas City), Montana, Nebraska (except Omaha), New Mexico, Utah and Wyoming.

III. EFFECTIVE DATE AND TERM OF CONTRACT

This agreement shall be for a period commencing with the date of execution of a letter of adherence with respect to this agreement by both the party wishing to be adhered hereto and countersigned by SAG-AFTRA and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its effective date. Salary rates and terms for this agreement shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties.

The expiration of this Regional Contract will coincide with the dates of expiration of the 2013 SAG-AFTRA Commercials Contract at midnight, March 31, 2016 and shall continue in effect thereafter until terminated by either party by 60 days' notice, in writing, to the other.

IV. PAYMENT OF FEES INCLUDING PENSION & HEALTH

With respect to commercials produced within the scope of the 2013 SAG-AFTRA Commercials Contract, Producer shall make appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, the Industry Advancement and Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 47 of the 2013 SAG-AFTRA Commercials Contract. .

V. PRIOR COMMERCIALS PRODUCED

It is agreed that the national 2013 SAG-AFTRA Commercials Contract and this Limited Letter Adherence thereto shall not apply to commercials produced prior to the effective date thereof.

VI. WAIVER AS TO CERTAIN NON-PROFESSIONAL PERSONS

Language reverts to the national 2013 SAG-AFTRA Commercials Contract.

VII. SUBCONTRACTING

The Producer/Advertising Agency recognizes that in order to promote conformity with wages, hours, working conditions, and other economic benefits provided in this Limited Letter Agreement, it is desirable in the event of subcontracting to follow a policy of utilizing subcontractors who afford performers either: (1) the wages, hours, working conditions and other economic benefits provided in the Agreement, or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to the subcontractor.

VIII. SESSION AND USE FEES

It is agreed that the following minimum rates shall apply to commercials produced for and exhibited in any or all of the states enumerated in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, hereof.

Payment of all session fees shall be posted not later than twelve (12) working days after the date of first session. Payment of reuse fees, except as provided under Section IX. HOLDING FEES herein, shall be posted not later than the first day of the cycle for which it is payable.

A. TELEVISION COMMERCIAL RATES FOR USE BOTH AS PROGRAM COMMERCIALS AND WILD SPOTS UP TO THREE MINUTES IN LENGTH.

1. Telecast From Denver Or From Three Cities or Less Within The Region

	<u>ON CAMERA</u>	<u>VOICE OVER/OFF-CAMERA</u>
PRINCIPAL Minimum fee per commercial for both session and first cycle of use.	\$537.41	\$401.29
SINGERS/DANCERS Two or more singers/dancers Minimum fees per commercial for both session and first cycle of use.	\$387.22	\$225.28
BACKGROUND PERFORMERS Applies to the first five (5) background performers hired within 150 miles of the Colorado State Capitol Building and 100 miles from the center of Albuquerque, New Mexico for each commercial.	\$195.95	\$ ----
HAND MODELS	\$415.37	\$ ----
TAGS*	\$141.99	\$102.25

2. Telecast From Three Cities Or Less Within The Region, Excluding Denver

	<u>ON CAMERA</u>	<u>VOICE OVER/OFF-CAMERA</u>
PRINCIPAL Minimum fee per commercial for both session and first cycle of use.	\$437.67	\$308.59
SINGERS/DANCERS Two or more singers/dancers Minimum fee per commercial for both session and first cycle of use.	\$286.20	\$183.04
BACKGROUND PERFORMERS Applies to the first five (5) background performers hired within 150 miles of the Colorado State Capitol Building and 100 miles from the center of Albuquerque, New Mexico for each commercial.	\$195.95	\$ ----
HAND MODELS	\$340.27	\$ ----
TAGS*	\$107.95	\$85.65

*When a performer is called for the sole purpose of making tags, he or she shall be paid a session fee, and the above indicated rate for each tag made beyond one; provided the performer is paid use fees for each separate commercial to which the tag is attached, use fees for tags shall be payable on the basis of one commercial.

Employment of background performers is for eight (8) hours under standard overtime provisions (Paragraph F of this Section).

2. Four (4) Weeks Consecutive Use

	<u>ON CAMERA</u>	<u>VOICE OVER/OFF-CAMERA</u>
PRINCIPAL Minimum fee per commercial.	\$333.24	\$260.48
SINGERS/DANCERS Two or more singers/dancers Minimum fee per commercial.	\$204.17	\$146.67
BACKGROUND PERFORMERS Applies to the first five (5) background performers hired within 150 miles of the Colorado State Capitol Building and 100 miles from the center of Albuquerque, New Mexico for each commercial.	\$195.95	\$ ----
HAND MODELS The above rates provide for up to a four (4) hour on camera session and for two (2) hours off camera. Overtime for on camera performers shall be paid in half-hour units at the rate of \$33.92 per half hour or any part thereof for principal performers and \$20.14 per half hour or any part thereof for singers/dancers.	\$260.48	\$ ----

Employment of background performers is for eight (8) hours under standard overtime provisions (Paragraph F of this Section).

3. Notification

Performers shall be notified at the time of audition and employment that the commercial is intended for "Short-Term Buy." Use cycles of 6 weeks or 4 weeks shall commence within 28 days of the first session.

The Producer/Advertising Agency may buy additional six (6) or four (4) week cycles during the twenty-one (21) month maximum period of use (from the date of recording). Performer must be notified not less than five (5) business days prior to the end of current cycle that Producer/Advertising Agency wishes to exercise additional Short-Term Buy(s). Otherwise, the Short-Term Buy will not apply and Producer/Advertising Agency must seek written permission from performer and pay full reuse and/or reinstatement fees.

E. NON-AIR COMMERCIALS

It is agreed that Non-Air television commercials may be produced at the following rates:

	<u>ON CAMERA</u>	<u>VOICE OVER/OFF-CAMERA</u>
PRINCIPAL Minimum fee per commercial	\$363.74	\$213.56
SINGERS/DANCERS Two or more singers/dancers Minimum fee per commercial.	\$260.48	\$145.50
BACKGROUND PERFORMERS Applies to the first five (5) background performers hired within 150 miles of the Colorado State Capitol Building and 100 miles from the center of Albuquerque, New Mexico for each commercial.	\$195.95	\$ ----
HAND MODELS	\$298.03	\$ ----

Such commercials may not be broadcast without the written consent of each performer and bargaining for an employment contract that does not allow crediting of the fees for Non-Air use previously paid.

F. OVERTIME

It is understood that overtime shall be paid to all on camera and background performers for each hour or part thereof beyond eight (8), except as provided in Section VIII. D. SHORT-TERM BUY COMMERCIALS, and Section X. STUDIO ZONES AND TRAVEL TIME of this Agreement. The rate of overtime pay shall be at time and one-half for the ninth and tenth hours and at double time for hours beyond ten, paid in hourly units. Any fraction of an hour shall be paid as one (1) hour.

It is understood that voice over talent or off camera performers are paid on the basis of a two-hour session per commercial. Additional time beyond the allowable session shall result in a payment of an additional session fee.

G. SATURDAY & SUNDAY WORK

Any performer employed to work on a Saturday or Sunday within the jurisdiction of the Colorado Limited Letter Agreement shall receive a minimum of one and one-half (1.5) times the applicable session fee per commercial.

H. WORK ON HOLIDAYS

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, Thanksgiving Day, or Christmas, he or she shall receive double what he or she would receive for a week day. 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.

I. NIGHT WORK

1. Hours Considered Night Work

Night work is defined as work between 8:00 p.m. and 6:00 a.m., except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

2. Premium Pay

Except as provided below, the performer shall receive premium pay for each hour of the night work equal to ten percent (10%) of his or her hourly rate for such hour. In the computation of such premium pay, the hourly rate of the performer for the hours worked between 8:00 p.m. and 6:00 a.m. is first determined, and 10% thereof is added as the night work premium.

3. Waiver Of Night Work Provisions

Provided timely notification is given the Union, if night work is necessary by reason of difficulty in obtaining daytime access to object or place (such as a public building) to be photographed, performers shall not be entitled to any premium pay therefore. This exemption shall not extend to photography on a stage or a set.

J. FITTINGS AND WARDROBE FEES

1. Fittings

For time spent by a performer in fittings on a day prior to work, the performer shall be paid a minimum of \$42.06 that shall cover the first hour. Additional time shall be paid in fifteen-minute units at the rate of \$9.96 per fifteen minutes or any part thereof.

Producer/Advertising Agency agrees that if the performer is asked to bring more than one (1) costume change to an audition such call shall be treated as a fitting and performer shall be paid accordingly.

2. Wardrobe Fees

Performers who supply specified personal wardrobe worn during rehearsal or who provide wardrobe in production shall receive a maintenance fee for such wardrobe at the following rates:

Non-evening wear: \$14.62 per costume change

Evening wear: \$29.24 per costume change.

K. TWENTY-SECOND COMMERCIALS

It is agreed that when performers are employed for the production of a commercial longer than twenty (20) seconds in length, those performers may also be employed on the same day for production of a twenty second or less version (of the same, longer commercial) at a rate not less than fifty percent (50%) of the applicable session fee. If both versions are run concurrently, reuse fees for the second version may also be paid at fifty percent.

It is understood that if the performer is brought in to do only a twenty (20) second or less commercial the performer shall be due the full applicable session fee.

It is understood that this section does not apply to commercials produced under the Short-Term Buy provisions.

L. DONUTS

In the case of a commercial containing a signature portion (open and/or close) which remains constant and copy (the donut) which may be updated and inserted during the cycle, the inserted or updated portion shall be paid as a separate session fee. The signature portion requires no additional payment until its original cycle is ended.

Where one performer is in both the signature portion and the donut portion, use fees or residual payments shall be paid on the basis of one commercial.

Nothing herein shall prevent the advertiser named in the signature portion from promoting more than one product offered by the advertiser in the donut portion.

M. LOOPING, POST-SYNCHRONIZATION, RETAKES AS TO SOUNDTRACK

For material that was inadvertently recorded in poor quality, the off camera soundtrack of a television commercial may be rerecorded ("looped") at a separate session at a rate of fifty percent (50%) of the regular session, provided that no change in the original commercial copy is made. This section shall apply for only two (2) retake sessions and shall apply only if the original performer is making the retake or "loop."

N. EDITED FREE LIFT

Omitted. Language reverts to the national 2013 SAG-AFTRA Commercials Contract

O. CONSECUTIVE EMPLOYMENT

Under the jurisdiction of this 2013 SAG-AFTRA Colorado Limited Letter Agreement, consecutive employment provisions may be waived in order to accommodate production scheduling on a full-day basis provided the performer is notified of such intent at the time of hiring and that the performer's work days are guaranteed.

IX. HOLDING FEES

A. TIME OF USE PAYMENTS

It is agreed that the concept of holding fees is waived under this Limited Letter Agreement. If the Producer/Advertising Agency wishes to broadcast a commercial beyond the first 13-week cycle, reuse payment shall be due no later than the first day of the cycle for which it is payable.

B. REINSTATEMENT

If the Producer/Advertising Agency fails to pay the reuse payment prior to the end of the current use cycle, the Producer/Advertising Agency shall lose all rights to reuse the commercial beyond this current use cycle. If Producer/Advertising Agency wishes to reinstate the right to broadcast the commercial, Producer/Advertising Agency must obtain the written permission of the performer which should be in the form of a contract, and by paying not less than one hundred fifty percent (150%) of the applicable session and use payment due. The performer's written permission, granting reinstatement, must be filed in the Denver Screen Actors Guild office within five (5) business days of the date of the performer's signature.

X. EXCLUSIVITY

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries defined in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, hereof.

XI. STUDIO ZONES AND TRAVEL TIME

A. BOUNDARIES

In Colorado the Studio Zone is defined as any place within forty (40) miles of the State Capitol Building. In New Mexico the Studio Zone is defined as any place within forty (40) miles of the Albuquerque City Hall.

B. TRAVEL TIME OUTSIDE THE LOCAL STUDIO ZONE

Travel time occurring on a work day, outside the Local Studio Zone, but within one state under the jurisdiction of this Agreement, inasmuch as it constitutes work time beyond the allowable session hours, shall be paid at \$14.08 for each fifteen (15) minutes paid in quarter-hour units computed from the Zone Center to the place of reporting and from the place of reporting back to the Zone Center.

If the Producer/Advertising Agency is providing transportation to a location outside the Local Studio Zone, but within any one state under the jurisdiction of this Agreement, then such travel time shall be calculated from the time and place of reporting to the location and from location back to the place of reporting. The performer shall not be dismissed at location.

Travel time for background performers, outside the Local Studio Zone (X.A. above) inasmuch as it constitutes work time beyond the allowable session hours, shall be paid at ten dollars (\$11.73) per hour.

C. TRAVEL OUTSIDE A STATE

Interstate travel within the Geographic Scope defined in Section II.A. shall be calculated as provided by the 2013 SAG-AFTRA Commercials Contract.

Except as provided in subsection C above, travel time under this Section X. STUDIO ZONES AND TRAVEL TIME shall not constitute overtime.

XII. BACKGROUND PERFORMERS AND HAND MODELS

Producer/Advertising Agency recognizes the Union's representation of background performers. Producer/Advertising Agency agrees that the first five (5) background performers hired for each commercial shall be employed under the terms and conditions of this Limited Letter Agreement. The daily rate for background performers shall be \$195.95 per eight (8) hour day, excluding meals. The jurisdiction for background performers under this Limited Letter Agreement shall be limited to background performers hired within 150 miles of the Colorado State Capital Building and 100 miles from the center of Albuquerque, New Mexico. Sections VIII. F. through J. shall apply to background performers.

Payment to background performers and hand models is per day or per commercial, whichever is greater. Payment is for unlimited use. Footage may not be edited into other commercials without additional payment in accordance with this contract.

Exclusions pertaining to background performers and hand models are: VIII. C.1. & 2. Prepaid Use; VIII.M. Looping; VIII.O. Consecutive Employment; IX.B. Reinstatement.

XIII. COMMERCIALS ON CABLE TELEVISION

A. CABLE TRANSMISSION ONLY

Commercials transmitted exclusively on cable television shall be subject to all terms and conditions of this Limited Letter of Adherence.

B. COMMERCIALS EXHIBITED ON TELEVISION AND CABLE

Broadcast commercials simultaneously used on local cable transmission in any and all states as described in Section II. GEOGRAPHIC SCOPE AND JURISDICTION hereof shall be paid as follows:

<u>ON CAMERA</u>	<u>VOICE OVER/OFF-CAMERA</u>
\$62.20/per cycle	\$42.24/per cycle

XIV. PUBLIC SERVICE MESSAGES

The Union, cognizant of the importance and need of motion pictures to the welfare of our country, will follow a liberal policy in granting waivers of use fees for the use of motion picture messages produced for the Armed Services, State Department, other governmental agencies and non-profit welfare and public service agencies which are telecast under the

auspices and on behalf of any such services or agencies, including local government agencies and non-profit institutions, such as museums, the city zoo or libraries.

The foregoing statement of policy does not apply to the minimum fee per commercial for both session and first cycle of use.

To obtain a waiver of use fees for a public service announcement the Producer/Advertising Agency must first request a waiver from the Union. Upon granting of such request for a waiver the Producer/Advertising Agency must obtain the written permission of each performer stating that the performer(s) agree to waive use fees for a period not to exceed one year. A copy of this written statement shall be sent to the Union office along with a copy of the employment contract.



**2013 SAG-AFTRA
COLORADO LIMITED LETTER OF ADHERENCE FOR RADIO
RECORDED COMMERCIALS REGIONAL CONTRACT**

We hereby acknowledge receipt of the national 2013 SAG-AFTRA Radio Recorded Commercials Contract, and except as conditioned or modified in this Limited Letter of Adherence, agree to become party to, abide by, and conform to the terms and conditions thereof.

I. PURPOSE

This is a limited letter of adherence negotiated locally, applicable only to commercials produced and utilized as described in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, herein. This contract modifies certain terms and conditions of the national 2013 SAG-AFTRA Radio Recorded Commercials Contract (hereafter, "Commercials Contract"). Only those terms and conditions that are expressly mentioned herein are modified by this Agreement. Terms or conditions that are not specified within this Agreement are unchanged and the applicable provision(s) of the national contract shall govern.

II. GEOGRAPHIC SCOPE AND JURISDICTION

The 2013 SAG-AFTRA Colorado Limited Letter of Adherence shall apply to radio commercials which are:

- A. PRODUCED IN ANY OR ALL OF THE FOLLOWING STATES: Arizona, Colorado, Kansas (except Kansas City), New Mexico, Utah, and Wyoming; **and**
- B. BROADCAST FROM ANY OF THE FOLLOWING STATES: Arizona, Colorado, Kansas (except Kansas City), Nebraska (except Omaha), New Mexico, Utah, and Wyoming.

III. EFFECTIVE DATE AND TERM OF CONTRACT

This agreement shall be for a period commencing with the date of execution of a letter of adherence with respect to this agreement by both the party wishing to be adhered hereto and countersigned by SAG-AFTRA and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its effective date. Salary rates and terms for this agreement shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties."

The expiration of this Regional Contract will coincide with the dates of expiration of the 2013 SAG-AFTRA Radio Recorded Commercials Contract at midnight, March 31, 2016 and shall continue in effect thereafter until terminated by either party by 60 days' notice, in writing, to the other.

IV. PAYMENT OF FEES INCLUDING HEALTH & RETIREMENT CONTRIBUTION

With respect to commercials produced within the scope of 2013 SAG-AFTRA Radio Recorded Commercials Contract, Producer shall make appropriate contributions to the AFTRA Health and Retirement Funds, the AFTRA Industry Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 66 of the 2013 SAG-AFTRA Radio Recorded Commercials Contract.

V. PRIOR COMMERCIALS PRODUCED

It is agreed that the national 2013 SAG-AFTRA Radio Recorded Commercials Contract and this Limited Letter Adherence thereto shall not apply to commercials produced prior to the effective date thereof.

VI. WAIVER AS TO CERTAIN NON-PROFESSIONAL PERSONS

Language reverts to the national 2013 SAG-AFTRA Radio Recorded Commercials Contract.

VII. SUBCONTRACTING

The Producer/Advertising Agency recognizes that in order to promote conformity with wages, hours, working conditions, and other economic benefits provided in this Limited Letter Agreement, it is desirable in the event of subcontracting to follow a policy of utilizing subcontractors who afford performers either: (1) the wages, hours, working conditions and other economic benefits provided in the Agreement, or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to the subcontractor.

VIII. SESSION AND USE FEES

It is agreed that the following minimum rates shall apply to commercials produced for and broadcast on radio from any or all of the states enumerated in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, hereof.

It is understood that a session is ninety (90) minutes long, and the performer shall be paid on the basis of per session or any part thereof. If a performer is kept for more than 90 minutes at a session, an additional fee shall be due.

Payment of all session fees shall be posted not later than twelve (12) working days after the date of first session. Payment made for reuse of a commercial shall be paid no later than five (5) working days after the commencement of use in any one cycle.

A. RADIO COMMERCIAL RATES FOR USE BOTH AS PROGRAM COMMERCIALS AND WILD SPOTS UP TO THREE MINUTES IN LENGTH.

1. Broadcast From Denver Or From More Than Three Cities Within The Region

**ACTORS/ANNOUNCERS,
SOLOS AND DUOS** \$242.65

GROUP SINGERS 3-5 Singers \$152.69
6-8 Singers \$132.57
9+ Singers \$112.44

2. Broadcast From Three Cities Or Less Within The Region, Excluding Denver

**ACTORS/ANNOUNCERS,
SOLOS AND DUOS** \$207.14

GROUP SINGERS 3-5 Singers \$127.84
6-8 Singers \$111.27
9+ Singers \$ 99.43

3. Tag Rates

Recorded at original session First five (5) tags \$ 91.15
by a performer engaged Each tag thereafter \$ 73.39
for that session

Performer is called in First tag \$207.14
to record tags only Next four (4) tags \$ 91.15
Each tag thereafter: \$ 73.39

Use fees; however, shall be paid on the basis of a full commercial.

B. UPGRADING

1. Upgrading Within This Limited Letter Agreement

It is understood that if Producer/Advertising Agency pays the fees provided for one area as provided in Subsection 1. & 2. above, and then upgrades the market area to include additional market areas within the jurisdiction described in Section II. GEOGRAPHIC SCOPE AND JURISDICTION, Producer/Advertising Agency will pay an upgrade fee equal to the difference in the rates provided above.

2. Upgrading To A National Market

It is understood that if the Producer/Advertising Agency shall upgrade the market areas to include commercial broadcast in regions outside the jurisdiction of this Limited Letter Agreement as defined in Section II. GEOGRAPHIC SCOPE AND JURISDICTION above, Producer/Advertising Agency shall then upgrade session and use fees to the rates, terms and conditions of the national 2013 SAG-AFTRA Radio Recorded Commercials Contract.

C. PREPAID USE

1. One Year Prepaid Use

It is agreed the Producer and/or Advertising Agency may acquire the right to use the commercial for a period of one (1) year from the date of recording upon prepayment of a use fee equal to two (2) times the first use cycle payment in all categories. Such one year prepaid use must be purchased in advance of the first broadcast of the commercial, and no later than twelve (12) working days after the first session date. Otherwise the prepaid rates will not apply and Producer/Advertising Agency must pay full reuse fees.

2. Subsequent Prepaid Use

A subsequent and consecutive nine (9) months prepaid guarantee shall be available upon prepayment of not less than one and one half (1.5) times the first use cycle payment and Producer/Advertising Agency must obtain the written permission of the performer within the last thirty (30) days of the previously purchased cycle. It is agreed that the first-year cycle combined with a consecutive nine (9) month cycle equals the twenty-one (21) month maximum period of use.

D. NON-AIR COMMERCIALS

It is agreed that Non-Air radio commercials may be produced at the following rates:

ACTORS/ANNOUNCERS, SOLOS AND DUOS		\$163.35
GROUP SINGERS	3-5 Singers	\$106.89
	6-8 Singers	\$104.17
	9+ Singers	\$ 85.22

Such commercials may not be broadcast without written consent of each performer and bargaining for an employment contract which does not allow crediting of the fees for Non-Air use previously paid.

E. SATURDAY & SUNDAY WORK

Any performer employed to work on a Saturday or Sunday within the jurisdiction of the Colorado Limited Letter Agreement shall receive a minimum of one and one-half (1.5) times the applicable session fee per commercial.

F. SATURDAY & SUNDAY 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, Thanksgiving Day, or Christmas Day, he or she shall receive double what he or she would receive for a week day. 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.

G. In the case of a commercial containing a signature portion (open and/or close) which remains constant and copy (the donut) which may be updated and inserted during the cycle, the inserted or updated portion shall be paid as a separate session fee. The signature portion requires no additional payment until its original cycle is ended.

Where one performer is in both the signature portion and the donut portion, use fees or residual payments shall be paid on the basis of one commercial.

H. LOOPING, POST-SYNCHRONIZATION, RETAKES AS TO SOUNDTRACK

For material that was inadvertently recorded in poor quality, recording of a radio commercial may be rerecorded ("looped") at a separate session at a rate of fifty percent (50%) of the regular session, provided that no change in the original commercial copy is made. This section shall apply only if the original performer is making the re-recording.

IX EXCLUSIVITY

Exclusivity does not apply to radio commercials.

X. STUDIO ZONES AND TRAVEL TIME

A. BOUNDARIES

In Colorado the Studio Zone is defined as any place within forty (40) miles of the State Capitol Building. In New Mexico the Studio Zone is defined as any place within forty (40) miles of the Albuquerque City Hall.

B. TRAVEL TIME OUTSIDE THE LOCAL STUDIO ZONE

Travel time occurring on a work day, outside the Local Studio Zone, but within one state under the jurisdiction of this Agreement, inasmuch as it constitutes work time beyond the allowable session hours, shall be paid at \$14.22 for each fifteen (15) minutes paid in quarter-hour units computed from the Zone Center to the place of reporting and from the place of reporting back to the Zone Center.

If the Producer/Advertising Agency is providing transportation to a location outside the Local Studio Zone, but within any one state under the jurisdiction of this Agreement, then such travel time shall be calculated from the time and place of reporting to the location and from location back to the place of reporting. The performer shall not be dismissed at location.

C. TRAVEL OUTSIDE A STATE

Interstate travel within the Geographic Scope defined in Section II.A. shall be calculated as provided by the 2013 SAG-AFTRA Radio Recorded Commercials Contract. Except as provided in subsection C above, travel time under this Section IX. STUDIO ZONES AND TRAVEL TIME shall not constitute overtime.

XI. PUBLIC SERVICE MESSAGES

The Union, cognizant of the importance and need of motion pictures to the welfare of our country, will follow a liberal policy in granting waivers of use fees for the use of recorded messages and announcements produced for the Armed Services, State Department, other governmental agencies and non-profit welfare and public service agencies which are broadcast under the auspices and on behalf of any such services or agencies, including local government agencies and non-profit institutions, such as museums, the city zoo or libraries.

The foregoing statement of policy does not apply to the minimum fee per commercial for both session and first cycle of use.

To obtain a waiver of use fees for a public service announcement the Producer/Advertising Agency must first request a waiver from the Union. Upon granting of such request for a waiver the Producer/Advertising Agency must obtain the written permission of each performer stating that the performer(s) agree to waive use fees for a period not to exceed one year. A copy of this written statement shall be sent to the Union office along with a copy of the employment contract.