



**STUDENT COMMERCIALS AGREEMENT  
PRELIMINARY INFORMATION SHEET**

**TITLE:** “ \_\_\_\_\_ ”

**PRODUCT:** \_\_\_\_\_

**FILMMAKER:**

Producer (Student): \_\_\_\_\_

Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BUDGET:** Project financed by: \_\_\_\_\_

Cash expenditures	\$	_____
+		
Crew deferrals	\$	_____
+		
Equipment deferrals	\$	_____
+		
<b>Total Budget =</b>	<b>\$</b>	<b>_____</b>

**PRODUCTION:** Shooting Location: \_\_\_\_\_

Total # shoot days: \_\_\_\_\_ Start: \_\_\_\_\_ Finish: \_\_\_\_\_

Edited running time: \_\_\_\_\_ Sources of Financing: \_\_\_\_\_

Total # of Professional Performers \_\_\_\_\_ Non-Professional Performers \_\_\_\_\_

**NAME OF EDUCATIONAL INSTITUTION:** \_\_\_\_\_

**COURSE TITLE AND NUMBER:** \_\_\_\_\_

**INTENTION(S) UPON COMPLETION OF PROJECT:** \_\_\_\_\_

## STUDENT COMMERCIALS AGREEMENT

### 1. Scope

The Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter referred to as “SAG-AFTRA”) Student Commercials Agreement (hereinafter referred to as the “Agreement”) is to be executed by the appropriate individual(s) (hereinafter referred to as “Producer(s)”) when said Producer wishes to use one or more Professional Performers (“Performers”) in student projects.

### 2. Pre-Production Requirements

Not less than two (2) weeks prior to the start of principal photography, Producer shall submit the following to the nearest SAG-AFTRA office:

- a. The Preliminary Information Sheet (page one of this Agreement)
- b. Copy of the final shooting script and/or storyboard
- c. A letter from the Producer’s instructor confirming that the filmmaker is enrolled at that educational institution, and is undertaking the project pursuant to a course requirement or the signature of the instructor on the last page of this Agreement.
- d. Copy of Producer’s driver’s license or photo ID

The documents listed above shall constitute application to SAG-AFTRA to produce the Student Commercial named on the Preliminary Information Sheet and to employ Performers in the Student Commercial under the Agreement. If SAG-AFTRA, in its sole discretion, approves the application submitted in connection with the Student Commercial, the Producer shall be so notified.

Producer shall submit one copy of the executed Agreement to SAG-AFTRA not later than one (1) week prior to any work by Performers. SAG-AFTRA shall provide Student Commercials Agreement Employment Contracts (“Employment Contracts”) to the Producer upon request.

### 3. Student Commercial Projects Defined

- a. Primary purpose of such projects is a learning experience in which the Producer has the opportunity to work with Performers and fulfill whatever educational requirements for which such project is produced.
- b. The Producer must be a student enrolled in a filmmaking or television or commercial class at an accredited educational institution, either on the undergraduate or graduate level.
- c. The Producer must own the project. It must not be owned by the educational institution in which Producer is enrolled. If the educational institution owns the project, a separate Commercial Agreement shall be negotiated between SAG-AFTRA and the educational institution.
- d. The project cannot be exhibited, sold, released, distributed or otherwise publicly displayed in free television, basic cable, pay cable, videodiscs, holography, internet, or interactive media of any type, commercial advertising or in educational or industrial markets, as more particularly defined in the applicable SAG-AFTRA agreement, or into new or emerging technologies, which currently include, but are not limited to, use on portable media players, cell phones, ringtones or any future systems which may hereinafter be adopted. If Producer wishes to display Student Commercial by any means described above, Producer shall follow the procedures outlined in Section 5, “Subsequent Sale, Distribution, Exhibition, Assignment, Release.”
- e. Producer may not acquire exclusivity rights from Performers with respect to Student Commercials.

4. **Scope of Student Commercial Projects**

- a. Maximum edited running time: 3 minutes (obtain permission from SAG-AFTRA if longer)
- b. Maximum grand total budget: \$10,000.00 (obtain permission from SAG-AFTRA if greater)
- c. Maximum total shooting days: 5
- d. Maximum overall production period: 6 calendar weeks
- e. Exhibition of completed project:
  - i. In the classroom for an educational course grade.
  - ii. Use as a visual resume to demonstrate the student filmmaker's capabilities before established members of the entertainment industry.
  - iii. Shown on the following websites: \_\_\_\_\_
  - iv. Submitted for exhibition in the following festivals: \_\_\_\_\_

Producer shall obtain written consent from SAG-AFTRA and all Performers for exhibition on websites and at festivals contemplated after the date of this Agreement.

5. **Subsequent Sale, Distribution, Exhibition, Assignment, Release**

Notwithstanding Sections 3 and 4 of this Agreement, Producer understands and agrees to the following should Producer desire to sell, assign, release, distribute, or exhibit the commercial, other than as set forth in Section 4e above:

- a. Producer must:
  - i. Obtain prior approval of the intended transaction from SAG-AFTRA; and
  - ii. Obtain prior written consent from all Performers. Consent shall include disclosure by Performers of any employment in a commercial advertising a competing product or service.
- b. Copies of the written consent letters from the Performers must be received by SAG-AFTRA sufficiently in advance of the intended transaction.
- c. Upon review, if SAG-AFTRA approves the transaction, Producer shall:
  - i. Immediately execute an individual SAG-AFTRA Employment Contract with each performer (professional *and* non-professional), subject to the terms and conditions of the SAG-AFTRA Commercials Contract in effect at the time of the intended transaction;
  - ii. Cause each performer to be compensated for applicable session and use fees at no less than the minimum rates, and subject to due dates of the SAG-AFTRA Commercials Contract in effect at the time of the intended transaction. Session fees must be paid within twelve (12) working days after the date of the intended transaction;

- iii. Ensure contributions are made to the SAG-Producers Pension and Health Plans based on the gross compensation due to performers at the percentage applicable at the time of the intended transaction.
- d. All compensation paid to performers under the terms of this Agreement shall constitute wages and is subject to deductions for Social Security, Taxes and Disability Insurance. Producer shall make the required payments, reports and Withholding Deductions with respect to such taxes and premium. Producer shall also provide Unemployment Insurance for performers employed by Producer.

**Note: If Producer fails to obtain the consent of Performers, all Performers shall immediately be due damages for such unauthorized use equivalent to two times their total applicable compensation based on the standard Commercial Performer rates in effect at the time of the intended transaction, plus the appropriate Pension and Health contributions payable to the SAG-Producers Pension and Health Plans.**

## **6. Production Requirements**

### a. Employment Contracts

Producer shall provide each Performer with the Employment Contract for execution by the end of his/her first day of work on the Student Commercial. Such contract must be completed, in ink or digital signature, by Producer before delivery to the Performer.

Producer shall provide each Performer with a copy of his/her fully executed Employment Contract within 24 hours of his/her final day of work on the Student Commercial.

### b. Payments Due for Exceeding 10-Day Shooting Schedule, 3-Minute Edited Length or \$10,000 Budgetary Limit

Performers' salaries, including overtime (except as provided in Section 8, below), shall be deferred until distribution beyond the scope of Section 4, above, except that should Producer exceed the ten (10) day shooting schedule, 3-minute edited length or should the Producer's costs exceed \$10,000, Performers' salaries will be immediately due and payable as follows:

- i. All Performers are immediately due payment at the non-air commercial rates and terms under the current SAG-AFTRA Commercials Contract in effect at the time of the intended transaction.
- ii. Producer shall make contribution to the SAG-Producers Pension and Health Plans based on the gross compensation paid each such Performer at the current rate under the SAG-AFTRA Commercials Contract in effect at the time of the intended transaction.
- iii. Such salary payments due under (i) above do not entitle Producer to any use beyond those listed in Section 4e, above.

### b. Non-Deferred Monies

- i. Car mileage allowance reimbursement at the maximum per mile amount allowed by the Internal Revenue Code and Regulations
- ii. Public transportation costs (due the day of work)
- iii. Per diem at overnight locations (see Section 9, "Travel")
- iv. Reimbursement for expenditures made at request of Producer, for example, special hairdress, special makeup, or wardrobe
- v. Liquidated damages for rest period violations (See Section 11, "Rest Period")

c. Hazardous Work

The Producer shall not require any Performer to do stunt or hazardous work without first obtaining, from that Performer, express written consent prior to the commencement of the Performer's services in the Commercial. The Producer will fully discuss the physical requirements of the role at the time of audition or interview.

The Producer shall notify SAG-AFTRA of hazardous or stunt activity and the day on which such activity shall occur. The Producer shall provide a safety expert who shall be present and available for consultation with the Performer prior to performing the hazardous or stunt activity at the place of such activity. An animal handler or qualified trainer shall be provided when Producer requires a Performer to work with animals.

7. **Work Time & Meal Period**

For the purpose of ascertaining and computing hours of work, rest period, and overtime, the period from the time the Performer is required to and does report as directed until the time Performer is finally dismissed for the day shall constitute work time, continuously and without interruption, excluding meal periods. The deferred salary shall be compensation in full for eight (8) hours of work and shall be due for each day in connection with which the Performer reports for work even if eight (8) hours of work is not required by Producer.

The Performer's first meal period shall commence within six (6) hours following the time of his/her first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the preceding meal period. An allowable meal period shall be not less than one-half hour and not more than one (1) hour in length.

8. **Overtime**

Performers shall be due time-and-one-half for the ninth and tenth hours and double time thereafter, in hourly units, which overtime may be deferred and will only become payable as more particularly described elsewhere in this Agreement.

9. **Travel**

a. The applicable travel provisions of the SAG-AFTRA Commercials Contract are modified as follows: A Performer shall be deemed to be on an "overnight location" when it is necessary for the Performer to remain away from his/her residence overnight for one or more nights, regardless of the location of the Producer's base. Producer must furnish lodging and per diem to the Performer until the Performer is returned to the original place of departure.

b. Producer shall provide Performer with reasonable lodging and meals at all overnight locations.

c. If meals are not provided by the Producer, then Producer agrees to pay to each Performer the following amounts:

\$10.00	Breakfast
\$15.00	Lunch
\$30.00	Dinner

d. Such per diem shall be paid to Performer in cash not later than the morning of the day of work.

e. Whenever the Performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for car mileage shall be paid by Producer at the maximum per mile amount allowed by the Internal Revenue Code and Regulations, in addition to transportation expenses and per diem, if applicable.

- f. Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the SAG-AFTRA Commercials Contract shall apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

**10. Transportation**

- a. Los Angeles thirty (30) mile studio zone - The Los Angeles studio zone is thirty (30) miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California. Producer may require any Performer to report anywhere within the studio zone. Those Performers who are required to report to location within the studio zone shall be immediately reimbursed at the maximum per mile rate which the Internal Revenue Code and Regulations provide may be paid without being reportable as income for their actual travel to and from such location.
- b. New York eight (8) mile studio zone - The New York studio zone is eight (8) miles in radius from the center of Columbus Circle, New York City. Producer may require any Performer to report directly anywhere within the studio zone accessible by public transportation. Those Performers who are required to report to location within the studio zone shall be immediately reimbursed for the actual cost of their public transportation to and from such location.
- c. Other areas - Performers shall be reimbursed for the actual cost of reasonable forms of travel to locations. When the reasonable mode of travel is by car, Performer shall be reimbursed at the rate of at the maximum per mile which the Internal Revenue Code and Regulations provide may be paid without being reportable as income.
- d. Any area outside studio zones - Producer shall provide transportation to any area outside the studio zones.

**11. Rest Period**

Each Performer is entitled to a twelve (12) hour consecutive rest period from the time he/she is dismissed until recalled for whatever purpose. Where the Producer is photographing on a nearby location and exterior photography is required, the twelve (12) hour rest period may be reduced to ten (10) hours, but such reduction may not again be allowed unless a day without such reduction intervenes. In the event the rest period is invaded, the Performer shall be entitled to immediate payment of liquidated damages in the amount of \$50. The liquidated damages for a rest period violation may not be deferred.

**12. Re-Takes, Added Scenes**

SAG-AFTRA agrees that Performers will make every reasonable effort to return at the request of the Producer for re-takes, added scenes, looping, trick shots, etc., and provided that such services are rendered by the Performers within the ten (10) consecutive shooting day ceiling, or the six (6) calendar overall workweek ceiling, whichever should apply, the Producer shall not be liable to pay the Performers for such work.

Recall of Performers by Producer after ten (10) consecutive shooting days or six (6) calendar weeks shall immediately require that Producer pay the Performer not less than one day's pay at the non-air commercial per day rate.

**13. Post-Production Requirements**

- a. Records

Producer shall retain copies of this Agreement and all Employment Contracts.

b. Notice

Producer shall notify SAG-AFTRA in writing of any change to Producer's contact information provided on the first page of this Agreement. Notices to SAG-AFTRA shall be sent to either:

New York:  
1900 Broadway, 5<sup>th</sup> Floor  
New York, NY 10023  
Attn: Commercials Department.

Los Angeles:  
5757 Wilshire Boulevard  
Los Angeles, CA 90036  
Attn: Commercials Department.

**14. Notice Regarding Minors**

Please note that if employing minors (those under 18 years of age), Producer is required by state law to make sure that they have obtained minor work permits. If employing minors during school days or school hours, Producer shall be required to provide a teacher on set for a booking of three (3) or more days. Minors are only allowed to be on set a limited amount of hours, please refer to applicable state department of labor laws.

**15. Legal Requirements**

Producer is hereby reminded that it is the obligation of the SAG-AFTRA signatory to comply with all legal requirements for employment of performers including, but not limited to, those pertaining to Workers Compensation.

Films produced under the SAG-AFTRA Student Commercials Agreement must be filmed entirely within the United States and its territories.

**16. Additional Documents**

Producer acknowledges that he or she has received, read, and understands the following additional documents:

- a. Best Practices for Private Exhibition on the Internet
- b. Rights and Responsibilities of Selling Your Student Commercial

**17. Application of SAG-AFTRA Commercials Contract**

Except as expressly modified herein, all terms and conditions of the current SAG-AFTRA Commercials Contract shall apply to the engagement and performance of Performers hereunder. All disputes arising hereunder shall be subject to arbitration in accordance with Section 58 of the SAG-AFTRA Commercials Contract.

**18. Copies of Agreement to all Performers**

Producer understands and agrees to make copies of this Agreement available to all Performers. Producer shall bear the entire cost of reproducing this Agreement for the express benefit of all Performers whom the Producer utilizes.

**PRODUCER**

ACCEPTED, AND AGREED TO:

\_\_\_\_\_  
Producer/Student Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**SAG-AFTRA**

ACCEPTED, AND AGREED TO:

\_\_\_\_\_  
SAG-AFTRA Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If a letter from the Producer's instructor confirming that the student is enrolled at that educational institution, and is undertaking the project pursuant to a course requirement is not separately provided, the following is required:

I hereby agree that the above signed student is making the aforementioned commercial pursuant to course requirement.

\_\_\_\_\_  
Professor Signature

\_\_\_\_\_  
Professor Name

\_\_\_\_\_  
Name of Educational Institution

\_\_\_\_\_  
Date

