



2005-2008 SCREEN ACTORS GUILD-PRODUCER INTERACTIVE MEDIA AGREEMENT

This AGREEMENT is made by and between the SCREEN ACTORS GUILD, INC. (hereinafter sometimes referred to as the "Guild" or "SAG", and Producer).

ARTICLE I - GENERAL

1. TITLE OF AGREEMENT

This agreement shall be referred to as the **2005 – 2008 SCREEN ACTORS GUILD, INC. - PRODUCER INTERACTIVE MEDIA AGREEMENT** ("Agreement"), and includes the Articles I, II and III hereof.

2. RECOGNITION

- A. The Guild is recognized as the exclusive bargaining agent for all Principal Performers (throughout the United States) and Background Actors (only in the zones specified in Section 10 below) in the production of Material for Interactive Media. The term "Performer" as used herein means those persons covered by this Agreement as defined in Section 4.F.
- B. The terms and conditions of this Agreement apply to those applicable Interactive Programs produced by Producer in the United States, its commonwealths and possessions, and to Interactive Programs for which Producer engages Performers within the United States, its commonwealths and possessions, wherever such Interactive Programs are produced.

3. APPLICATION

This Agreement shall not apply to the following:

- A. Interactive Programs in which (1) part or all of the audio portion replicates a phonograph recording, tape, or disc or portion thereof, as those recordings are known under the AFTRA Phono Code and (2) the video portion consists of concert-type footage which may or may not include performers other than the recording artist(s), and/or other visual information (e.g., lyrics, text, still photos, or biographical information).
- B. Interactive Programs consisting of still photographs with or without narration.
- C. Any tape production more than half of which is made up of excerpts or whole programs that were produced under an AFTRA agreement.
- D. Any tape production more than half of which is made up of news, game shows, quiz panel type shows, or talk shows.

4. DEFINITIONS

- A. "Material": includes all products (audio or visual) derived from the recordation of the performances of Performers hereunder, whether or not such performances are incorporated into the final version of the fully-edited Interactive Program produced hereunder by Producer.
- B. "Interactive": Interactive describes the attribute of products which enables the viewer to manipulate, affect or alter the presentation of the creative content of such product simultaneous with its use by the viewer.
- C. (i) "Interactive Media" means: any media on which Interactive product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-Interactive machines and any and all analogous, similar or dissimilar microprocessor-based units and the digitized, electronic or any other formats now known or hereinafter invented which may be utilized in connection therewith; and

(ii) "Remote Delivery" means any system by or through which Interactive product may be accessed for use from a location that is remote from the central processing unit on which the product is principally used or stored, such as an on-line service, a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereinafter invented for the delivery of transmission of such Interactive product.

"Interactive Media" and "Remote Delivery" specifically exclude the Linear transmission of Interactive Programs by: (i) traditional, public or commercially sponsored over-the-air network television (i.e., PBS, NBC, CBS, ABC or Fox), syndicated television broadcasts (UHF or VHF), and cable television transmission (i.e., HBO, TNT, Showtime); and (ii) radio broadcasts, which uses are not included within the subject matter of this Agreement; and any other systems now known or hereafter invented for the transmission of Linear Programs.

- D. "Program": A Program refers to the final version of a fully-edited product for presentation to the viewer or user. An "Interactive Program" is the final version of a fully-edited product presented on or through Interactive Media, notwithstanding any variations which may occur between Platforms or Remote Delivery methods. "Program" does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks or any of the intellectual property rights of Producer.
- E. "Platform(s)": Platform refers to microprocessor-based hardware including but not limited to SEGA, Nintendo and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or any other formats now known or hereinafter invented which memorialize Interactive Programs for viewer use.
- F. "Performers": Persons whose performances are used as on or off-camera, including those who speak, act, sing, or in any other manner perform as talent in Material for Interactive Media.
- G. "Principal Performer(s)": Principal Performers are: (i) Performers who are used on-camera who speak dialogue or portray a major part in the Interactive Program and are hired as Day Performers, Three-Day or Weekly Performers; (ii) Singers; (iii) Stunt Performers; (iv) puppeteers, and (v) Voice-Over Performers, and (vi) Choreographed Dancers, swimmers and skaters. Principal Performers specifically exclude Background Actors.
- H. "Loan-Out Company": A Loan-Out Company is a corporation which is controlled by a Performer and which furnishes the Performer's services to others.

- I. "Qualified Professional Performer": A Qualified Professional Performer is a person who has had prior employment as a Performer at least once during the period of three (3) years preceding the date of proposed employment hereunder.
 - J. "Day Performer": A Day Performer is a Principal Performer employed by the day.
 - K. "Three-Day Performer": A Three-Day Performer is a Principal Performer employed for three (3) consecutive days, other than a Singer, Dancer, Stunt Performer or airplane pilot.
 - L. "Weekly Performer": A Weekly Performer is a Principal Performer employed on a weekly basis.
 - M. "Voice-Over Performer": A Voice-Over Performer is one who provides off-camera narration or other vocal services (except singing) for Interactive Programs.
 - N. "Looping": Looping services are those audio recording services provided by a Principal Performer in the sound studio to correct, enhance or augment the audio portion of a Performer's performance which was visually recorded during Principal Photography.
 - O. "Singer(s)": A Singer is a Principal Performer that musically vocalizes either alone, or with other Singer(s), and who may also speak written lines.
 - (i) A "Specialty Singer" is a professional Singer employed for a solo or employed as part of a "name" group;
 - (ii) A "Contractor" is a professional Singer who contributes services to Producer in addition to singing by assembling a group of three (3) or more Singers for the production and is entitled to the additional compensation for such services as specified in Sections 16. A. and B. A Singer shall not be deemed a Contractor by assembling a group which is an established group or act.
 - (iii) "Over-dubbing" or "Multiple Tracking" occurs when a Singer re-records over the Singer's original track containing the same Material as recorded on the original track.
 - (iv) "Sweetening": occurs when a Singer records a new track containing new or variant Material over the Singer's original track.
 - (v) "Stepping out" occurs when a Singer is asked by the Producer to sing a solo or duo during a recording session in addition to his/her performance within the group.
- " Background Actor ": Background Actors are non-Principal Performers who do not speak any words other than atmospheric words as part of a crowd, commonly known in the industry as "omnies".
- (i) A Qualified Professional Background Actor " is a Background Actor who has had prior employment as such at least once during the period of three (3) years preceding the date of proposed employment hereunder.
 - (ii) A "Special Ability Background Actor" is a Background Actor who is directed to and does satisfactorily perform in accordance with such Background Actors special talents or abilities.

- Q. "Computer animation": Visual characters and graphics based on computer generated art to simulate life-like movement in the characters.
- R. "Integration": Integration is the inclusion of any Material from a Principal Performer's performance rendered under the terms of this Agreement in one or more Programs for Interactive Media produced by Producer for which the Principal Performer is not employed to render services. "Integration" does not mean or include: (i) the repetition of segments of any single Interactive Program that may appear to be many different Programs due to the way viewers choose or recall various segments and manipulate the Program, (ii) the reconfiguration or re-formulation of the Material produced hereunder for a single Program for the computer software code to adapt the Interactive Program to different Platforms or Remote Delivery systems, (iii) the use of Material for Interactive Media in Linear Programs.
- S. "Linear": Programs which do not possess Interactive qualities are "linear" in nature, and "Linear Program(s)" mean those Programs which are:
- (i) produced and memorialized by means of videotape or film photography or any other processes now known or hereafter invented through which photographic images or other visual representations (whether live-action or animated) are used alone, or in conjunction with audio effects, and create life-like images of the characters therein, and are:
 - (ii) exhibited or transmitted to the viewer by:
 - (a) television (UHF or VHF over-the-air broadcast, cable, satellite, or any other means or methods which may now be known or hereafter invented for television reception); and/or
 - (b) video cassettes, video discs or any other devices used in conjunction with corresponding hardware to cause a presentation to be exhibited visually on the screen of a television receiver or any comparable device; and/or
 - (c) film projection in motion picture theaters.

For example "Linear Program(s)" include theatrically exhibited motion pictures, network and cable television pilots/series and made-for-television films, films on cassettes and discs, "live" television or other traditional, filmed or videotaped, non-Interactive entertainment programming. "Linear Program(s)" do not include any Programs produced hereunder for Interactive Media, notwithstanding any method of delivery to the viewer or venue for exhibition of Interactive Programs which may utilize television cable, wire (or any other means or methods) which heretofore have been utilized to transmit or exhibit Linear Program(s).

- T. "Linear Television": The act of broadcasting or transmitting Linear Program(s) to the viewer.
- U. "Motion Picture Exhibition": The act of exhibiting Linear Program(s) in motion picture theaters before audiences.
- V. "Minimum Applicable Base Compensation": The Minimum Applicable Base Compensation is the base amount on which additional fees are calculated to determine payments due Principal Performers for Remote Delivery and/or Integration as specified in Section 15.
- W. "Trailer": A short audio and/or visual presentation used to promote the Interactive Program which may include excerpts therefrom.

- X. "Overtime" payments are sums paid to Performers in addition to their initial compensation for services as a result of time worked beyond the regular workday.
- Y. "Liquidated Damages" are those sums paid to Performer in addition to his/her initial compensation for services as a result of Producer's violation of a working condition hereunder (e.g., meal period violation).
- Z. "Reuse" means the incorporation of Material produced hereunder in any Program other than another Interactive Program produced by Producer hereunder.
- AA. "Scale": The minimum compensation payable to Performers for applicable services hereunder.
- BB. "Overscale" is any compensation paid to a Performer for services which is greater than Scale for the applicable services (excluding Overtime and Liquidated Damages).
- CC. "Stunt Coordinator" is a trained, Qualified Professional who plans and supervises the execution of stunts.
- DD. "Principal Photography" refers to the period of production when a Producer is recording Performers in a substantial portion of the creative Material for an Interactive Program. "Principal Photography" does not include tests, auditions, pre-recording of Material occurring before the actual production of an Interactive Program, and any services which are customarily considered ancillary to the primary taping, photography or visual recordation of Material such as Retakes, Added Scenes, Etc.
- EE. "Retakes, Added Scenes, Etc.": are on-camera or off-camera services which are required by Producer in addition to Principal Photography in connection with a Performer's performance such as retakes, added scenes, work for soundtracks including Looping and dubbing, process shots, transparencies, trick shots, trailers, including changes or additional shots of any of the foregoing to adapt an Interactive Program for Platforms or foreign versions.
- FF. A "Promotional Program": is a specially-produced Program, the subject matter of which is "the making of" the applicable Interactive Program produced hereunder which may include interviews, behind-the-scenes information, segments of the applicable Interactive Program, etc.
- GG. "Choreographed Dancers": Dancers, swimmers and skaters who are professionally trained, doing choreographed routines requiring rehearsals such as ballet, chorus dancing, modern dance, tap dancing, jazz dancing, acrobatic dancing, exhibition-level dancing, or skating.

5. REASON FOR CODE

This Agreement represents the minimum wages and working conditions for Performers in the production and use of Material for Interactive Programs, thus ensuring more stable, harmonious and ethical conditions in the industry for Performers and Producer.

6. TERM OF AGREEMENT

The term of the 2005-2008 Agreement shall commence on January 1, 2005 and be effective through December 31, 2008. Rate increases and new working conditions are effective as of July 29, 2005. In the event either party has not served appropriate timely notice of termination for the expiration

date above, the Agreement shall be extended on a day-to-day basis until sixty (60) days after either party serves written notice of termination on the other.

7. PRODUCER'S DUTIES

- A. Producer will not enter into any agreement with or employ any Performer for the production of Material for Interactive Media upon terms and conditions less favorable to the Performer than those set forth in this Agreement.
- B. No waiver by any Performer of any provisions of this Agreement shall be effective unless the written consent of SAG to such waiver is first obtained.
- C. Nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining from Producer better terms than the minimum terms provided for herein.
- D. Nothing herein shall obligate any person, firm or corporation which may be affiliated with Producer (including but not limited to parent and affiliated corporations) to either comply with, negotiate with or become a signatory to this Guild Agreement or any other Guild agreement or other agreement of a controlled, allied or affiliated union.

8. ADMISSION TO PREMISES

Any authorized representative of the Guild shall be admitted to the premises of the Producer or where the rehearsal or production of Interactive Programs takes place, at any reasonable time to check the performance by the Producer pursuant to this Agreement subject to product security or clearance restrictions; such checking shall be done so as not to interfere with the conduct of Producer's business.

9. UNION SECURITY

Producer agrees to report to the Guild in writing within fifteen (15) days of the first employment of a non-member of the Guild, (or within twenty-five (25) days of the first employment of a non-member of the Guild on an overnight location), giving the non-member's name, address and telephone number, Social Security number and his/her first date of employment. Any inquiry by any Producer to the Guild as to the first date on which a Performer has been employed in the industry shall be answered by the Guild, and its answer shall bind the Guild, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who fails to report shall be liable to the Guild for such failure to report. The inquiry provided for in the preceding sentence may be made before, on or one (1) business day after the date of employment.

As used herein, the term "member of the Guild in good standing" means a person who pays union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

Until and unless the Union Security provisions of the Labor Management Relations Act, 1947, as amended are repealed or amended so as to permit a stricter Union Security clause, it is agreed that during the term of this Agreement, Producer will employ and maintain in Producer's employ only such Performers covered by this Agreement who are members of Screen Actors Guild in good standing or those who shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this Agreement, whichever is later, and thereafter maintain such membership in good standing as a condition of employment.

In the event that said Act is repealed or amended so as to permit a stricter Union Security clause, the above provision shall be amended accordingly. The provisions of this Section are subject to such Act.

It is understood that it would be impossible to accurately fix the actual damages suffered by SAG by reason of a breach by a Producer of the provisions of this Section 9. It is therefore agreed that Producer will pay to SAG, as Liquidated Damages, the sum of Five Hundred Dollars (\$500.00) for each breach by Producer of the provisions of this Section 9. Any breach of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.

10. PREFERENCE OF EMPLOYMENT

- A. In recognition of the services performed by professional Performers, Producer agrees that in the hiring of Weekly Performers, Three-Day Performers, Day Performers, Singers, Dancers, Stunt Performers, Puppeteers, and Background Actors employed for the day for work to be performed within the 300-mile, 75-mile or 50-mile zone as the case may be, referred to in Subsection C. of this Section 10 ("preference zone"), preference will be given to Qualified Professional Performers in each such preference zone who are reasonably and readily available in such zone.
- B. The obligation of the Producer to give preference to Qualified Professional Performers shall require the employment of a Qualified Professional Performer in the hiring of a Performer employed as a Day Performer, Weekly and Three-Day Performers, unless no Qualified Professional Performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the Interactive Media industry. If a Qualified Professional Performer is reasonably and readily available to the Producer for employment in the locality where the Producer's production facility is based, he/she shall be deemed available regardless of the place within the 300-mile, 75-mile or 50-mile preference zone, as the case may be, at which the services are to be performed.
- C. For the purpose of this Section 10, the preference zones are:

CITY	ZONE
1. Atlanta	75
2. Boston	75
3. Chicago	300
4. Cincinnati	75
5. Cleveland	75
6. Columbus/Dayton	75
7. Dallas/Fort Worth	75
8. Denver	75
9. Detroit	300
10. Hawaii	The state of Hawaii
11. Houston	75
12. Indianapolis	75
13. Kansas City/Omaha	75
14. Kissimmee	75
15. Las Vegas	75
16. Los Angeles	300

17. Louisville	75
18. Miami	75
19. Nashville	75
20. New Orleans	75
21. New York	300
22. Philadelphia	75
23. Phoenix/Tucson	75
24. Pittsburgh	75
25. Portland	75
26. Rochester	75
27. San Diego	75
28. San Francisco	75
29. Seattle	75
30. St. Louis	75
31. Twin Cities	75
32. Washington/Baltimore	300
33. 75 Miles from any new Local Office of SAG	
34. 50 Miles from any production location site utilized by Producer in the United States	

For purposes of this Section 10, the above Los Angeles zone is the area within the radius of 300 miles from the intersection of Beverly Boulevard and La Cienega Boulevard in Los Angeles, California; the above New York 300-mile zone is the area within a radius of 300 miles from the center of Columbus Circle in New York; the above 75-mile zones are the areas within the radius of 75 miles from the center of the designated city or the location of the Guild's local office, whichever the case may be; and the 50-mile zone is the area within the radius of 50 miles from such applicable production location site.

D. There shall be automatically excluded from the provisions of this Section 10, the following:

1. Members of a group which is recognized in the trade or by a significant segment of the public as a "name" specialty group;
2. A person portraying himself/herself, or persons portraying themselves; the exception will apply in effect to important, famous, well-known or unique persons of special skills or ability who portray themselves;
3. Military or other governmental personnel, where restrictions prevent use of non-military or non-governmental personnel, as the case may be, in restricted areas or in the handling of governmental property or equipment; however, the use of military or other governmental pilots or aircraft shall not be the subject of an automatic waiver, but the facts shall be presented to the Guild and waivers will be granted in accordance with the previously established custom in the Interactive and entertainment industries;
4. Persons having special skills or abilities, or special or unusual physical appearances, where such Performers having such required skills or abilities or physical appearances are not reasonably or readily available to the Producer through the use of hiring practices generally and customarily followed by the industry in the employment of such Performers;
5. The first employment within the studio zone of a person with respect to whom the producer presents in writing to the Guild facts showing that the employee: (i) has had a sufficient training and/or experience so as to qualify for a career as a professional

Performer, and (ii) that such employee intends to pursue the career of a Performer and intends to be currently available for employment in the industry;

6. Children under the age of eighteen (18); and
7. The owner of special or unique vehicles or equipment, or an operator appointed by the owner if such vehicle or equipment is not available to the Producer without the employment of the owner or such operator.

If a Performer is employed under one or more of the exceptions provided for in Subsection 10.D, above, the obligation of the Producer to give preference to Qualified Professional Performers in the cases provided in Subsection 10.A, above, shall nevertheless be applicable to any subsequent employment of such Performer by Producer. Producer agrees to promptly report to the Guild each hiring under the provision of this Subsection D together with the reasons why the person employed comes within such provision. A joint Producer-Guild Committee shall be appointed to resolve claims arising under this Section 10 between Producer and the Guild.

- E. Nothing contained in this Section 10 shall alter or modify Producer's exclusive right to cast any and all Performers performing services for Producer.
- F. It is understood that it would be impossible to accurately fix the actual damages suffered by the Guild by reason of a breach by Producer of the provisions of this Section 10. It is therefore agreed that the Producer will pay to the Guild, as Liquidated Damages, the sum of Five Hundred Dollars (\$500.00) for each breach by the Producer of the provisions of this Section 10. The hiring by Producer of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.
- G. A breach of this Section 10 is subject to arbitration between the Guild and Producer.

11. PEOPLE COVERED

No services of any Performer are excluded from the scope of this Agreement unless specifically waived by the Guild, however, excluded from this provision are skilled technicians when the context of the script requires special understanding and expertise which cannot be realistically portrayed or narrated by the Performer. The Guild reserves the right to review these exceptions in the event utilization becomes excessive.

12. RIGHTS

- A. In consideration of the initial compensation paid hereunder, Producer may exploit the results and proceeds of Principal Performers' services in the Interactive Programs for which the Performer was employed in all Interactive Media as defined in Subsection 4.C (i) including the right to adapt such Interactive Programs for any and all Platforms and, if Producer pays the additional compensation specified in Subsection 15.C, Producer's rights shall include Remote Delivery and/or Integration as defined in Subsection 4.C (ii) and 4.R, respectively, above. It is understood and agreed that Producer will have all of the foregoing rights, without payment of any additional compensation, with respect to the results and proceeds of the services of Performers who are not Principal Performers.
- B. Producer also will have the right, without payment of any additional compensation except as provided in Section 14 below, to: (i) use Interactive Material for reference, file, private audition

purposes, and for customary industry promotional purposes within the "trade" (i.e., at sales conventions and other events within the Interactive and entertainment industries); (ii) use and give publicity to the Performer's name and likeness, photographic or otherwise (including the use of stills and lifts in product packaging and in print) to advertise and promote the applicable Interactive Program including the use of excerpts of Interactive Programs at point-of-purchase to promote the sales of Interactive Programs.

13. REUSE OF MATERIAL

- A. Producer shall not re-use any part of the photography or soundtrack of an Interactive Program produced hereunder containing the results and proceeds of a Principal Performer's performance ("Reuse") without separately bargaining with the individual Principal Performer appearing therein and reaching an agreement therefor. The foregoing requirements shall be applicable to a Principal Performer only if the Principal Performer is recognizable, and to stunts, only if the stunt is identifiable. The foregoing requirements shall not be applicable to Background Actors and shall not limit Producer's right to acquire Integration rights from Performers or to utilize Interactive Material in any manner otherwise authorized under the terms of this Agreement.
- B. The Day Performer rate for the field in which the Interactive Material is re-used (i.e., broadcast television, radio, etc.) shall be the minimum for purposes of the bargaining referred to above with respect to such Reuse of Interactive Material in accordance with the applicable Guild agreement unless compensation for such other use is provided for herein.

SAG may, at its discretion, grant waivers of the requirements of this Section 13 with respect to the Reuse of Interactive Material containing a Performer's performance in public service, educational and like Linear Programs, and will follow a liberal policy in granting such waivers.

- C. If Producer fails to bargain separately with the Performer as provided herein, or if Producer and the Performer bargain but are unable to reach an agreement, consent for such Reuse shall not be deemed to have been given by the Performer. In the case of violation of the foregoing, the Performer shall be entitled to damages for such unauthorized Reuse of his/her performance equivalent to three (3) times the amount originally paid the Performer for the number of days of work covered by the Material actually re-used as well as the minimum fees, if any, applicable to the field in which the Material is exploited (i.e., broadcast television, radio, etc.). In lieu of accepting such damages, however, the Performer may elect to arbitrate the claim as provided hereunder.
- D. If Producer is unable to find a Performer within a reasonable time for the purpose of the bargaining pursuant to this Section 13, Producer shall notify the Guild within a reasonable period of time to allow the Guild the opportunity to locate such Performer. If the Guild thereafter is unable to notify Producer of a telephone number or an address at which the Performer may be contacted within a reasonable time to allow the Producer to comply with deadlines, Producer may re-use the Material without penalty.

14. TRAILERS; PROMOTIONS

- A. Producer shall have the right to make (or cause to be made) trailers and/or Promotional Programs for the purpose of advertising and promoting the Interactive Program. A Performer's services in any such Trailer (and/or Promotional Programs) shall not require the payment of additional compensation (other than compensation for services; Overtime or any compensation otherwise due hereunder) if the recordation of such Trailer (and/or Promotional Program) occurs during the Performer's term of employment in connection with the applicable

Interactive Program hereunder. Otherwise, the applicable Scale set forth in this Agreement shall be the minimum compensation for services in connection with such Trailers. No additional compensation shall be payable for the use of any portion of an Interactive Program in a Trailer when such Trailer is utilized to promote such Interactive Program.

- B. No use of a Performer's services in a Trailer as herein defined may be used as an endorsement of any service or product other than the Interactive Program(s) for which the Performer was employed to render services. References to the hardware, Platforms or Remote Delivery systems upon which the Interactive Program operates or references to other Interactive Programs shall not be deemed an endorsement of a service or product in violation of this Subsection 14.B if the Interactive Program is clearly identified by its title in such promotion to the consumer.
- C. Performer may, at his/her sole discretion, also agree to provide additional services without additional compensation (other than the compensation for services, Overtime or any compensation otherwise due hereunder) during the production of an Interactive Program for such Promotional Program. If any Promotional Program is a Linear Program exhibited or transmitted to the viewer as specified in Section 4.S. (ii). (a) - (c), Producer shall pay all recognizable Principal Performers therein an additional payment equal to the Day Performer minimum hereunder for such use.
- D. Effective July 29, 2005, if recorded material is incorporated into a Promotional Program that exceeds 12 minutes in length, each principal performer seen or heard will be entitled to a single session payment at the applicable day performer minimum for the use of such footage and soundtrack.

15. COMPENSATION

MINIMUM SCALE FOR PRINCIPAL PERFORMERS:

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
A. On-Camera Performers:				
1. Day Performers (including solo/duo singers)	\$695	\$716.00	\$737.00	\$759.00
2. 3-Day Performers (including solo/duo singers)	1,757.00	1,810.00	1,864.00	1,920.00
3. Weekly Performers (including solo/duo singers)	2,411.00	2,483.00	2,557.00	2,634.00
6 Day Overnight Location	2,652.00	2,731.00	2,813.00	2,897.00
4. Group Singers 3-8 (4-hour day)	659.00	679.00	699.00	720.00
Group Singers 9+ (4-hour day)	575.00	592.00	610.00	628.00
Contractor (3-8)		+50%		
Contractor (9 or more)		+100%		

(a) Over-Dubbing

Thirty-three and one third percent (33 1/3%) of above applicable rate without limitation as to the number of tracks.

(b) Sweetening

One hundred percent (100%) of the applicable rate (with or without over-dubbing), without limitation as to the number of tracks.

(c) Stepping-Out

(i) If a Singer is called upon to step-out of a group to sing up to fifteen (15) cumulative bars during a session, the Singer shall be paid an adjustment of fifty percent (50%) of the solo/duo rate in addition to the appropriate group rate for that day.

(ii) If a Singer is called upon to step-out of a group to sing sixteen (16) or more cumulative bars, or remain more than one (1) hour after the group has been released, to perform a solo or duo of any length, the Singer shall be paid the full solo/duo rate in addition to the appropriate group rate for that day.

(iii) Any member of a group who steps-out to perform as part of a smaller group to sing over four (4) consecutive bars shall be paid at the smaller group fee for that day. Such re-classification shall not operate to reduce the size of the overall group with respect to fees payable to the remainder of the group.

5. Choreographed Dancers, Swimmers, Skaters, etc.

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Rehearsal Days Only	\$408.00	\$420.00	\$433.00	\$446.00
Work Days (no rehearsal)				
Solo/Duo	\$695.00	716.00	737.00	759.00
Group 3-8	\$609.00	627.00	646.00	665.00
Group 9+	\$532.00	548.00	564.00	581.00
Weekly Option (includes rehearsals)				
Solo/Duo	\$2,233.00	2,300.00	2,369.00	2,440.00
Group 3-8	\$2,047.00	2,108.00	2,171.00	2,236.00
Group 9+	\$1,861.00	1,917.00	1,975.00	2,034.00

B. Off-Camera Performers:

6. Voice-Over Performers:

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Day Performers (up to 3 voices/4hour Day)	\$695.00	\$716.00	737.00	\$759.00
Additional Voices (1 third of Day Performer rate for each voice)	\$231.70	\$238.70	\$245.70	\$253.00
Day Performer (1 voice / 1 hour)	347.50	358.00	368.50	379.50
Engaged for 6 to 10 Voices for a 6-hour day	1,390.00	1,432.00	1,474.00	1,518.00

Singers (4 hour day)

	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Solo/Duo	\$695.00	\$716.00	\$737.00	\$759.00
Hourly Rate*	347.50	358.00	368.50	379.50

Group Singers 3-8	368.00	379.00	391.00	402.00
Group Singers 9+	319.00	329.00	338.00	349.00
Contractor (3-8) + 50%				
Contractor (9 or more) + 100%				
Group Hourly Rate*	206.00	212.00	218.00	225.00

Over-Dubbing, Sweetening and Stepping-Out for off-camera Singers (same as on-camera rates, see Subsections A.4. (a) - (c) above).

(*Once Producer engages Singers at hourly rate, no conversion to Day Performer rates is permitted.)

C. Additional Compensation for Remote Delivery and Integration

1. Producer shall pay Principal Performers the following for Remote Delivery and Integration rights in an Interactive Program:

a. Remote Delivery:

For programs in development prior to July 29, 2005, where performances (picture /sound) were recorded prior to July 29, 2005:

If acquired not later than one (1) year after initial release of the applicable Program in Interactive Media, one hundred percent (100%) of the total Minimum Applicable Base Compensation as specified below; otherwise, plus ten percent (10%) thereof.

Effective July 29, 2005, Remote Delivery rights that are acquired within 90 days shall require a percentage of payment of 125% of the total Minimum Applicable Base Compensation. If these rights are acquired beyond 90 days, the percentage payment would be 135 % of the total Minimum Applicable Base Compensation. The foregoing is not applicable to games in development prior to July 29, 2005 where performances (picture/sound) were recorded prior to July 29, 2005.

b. Integration:

For programs in development prior to July 29, 2005, where performances (picture /sound) were recorded prior to July 29, 2005:

If acquired not later than one (1) year after initial release of the applicable Program in Interactive Media, one hundred percent (100%) of the total Minimum Applicable Base Compensation as specified below; otherwise, plus ten percent (10%) thereof.

Effective July 29, 2005, Integration rights that are acquired within 90 days shall require a percentage of payment of 125% of the total Minimum Applicable Base Compensation. If these rights are acquired beyond 90 days, the percentage payment would be 135 % of the total Minimum Applicable Base Compensation. The foregoing is not applicable to games in development prior to July 29, 2005 where performances (picture/sound) were recorded prior to July 29, 2005.

The "Minimum Applicable Base Compensation" shall be the Performer's actual salary for the total number of days or weeks employed, up to one hundred fifty percent (150%) of the minimum daily or weekly Scale, as detailed in Subsection a. or b., above, for the total employment period, excluding Overtime and Liquidated Damages, if any.

D. Half-Day Employment (Rehearsals)

Producer may engage a Performer (except Dancers, Background Actors and Stunt Performers) once per Program for up to four (4) consecutive hours of rehearsal time at sixty-five percent (65%) of the Day Performer rate pro-rata, or sixty-five percent (65%) of the Performer's pro-rata single day rate, whichever is higher, as follows:

- (1) Rehearsal time (no recordation of Performers) of four (4) consecutive hours or less, provided a firm date for the subsequent workday(s) is given at the time of booking.
- (2) Call times, except for travel, are restricted to:
 - (a) Morning Call - no later than 8:00 a.m.
 - (b) Afternoon Call - no earlier than 1:00 p.m.
 - (c) Evening Call - any four (4) consecutive hours provided work ends by 12:00 a.m.

Any extension of the half-day rehearsal beyond four (4) hours is subject to the Performer's consent at the time of extension and shall require payment of an additional thirty-five percent (35%) of the daily rate for such day, whether four (4) additional hours or less are worked. Any Overtime beyond eight (8) hours of work will then be computed at time and one-half or double time in hourly units, as specified in Article II, Section 6. All required meal periods will be observed.

For Three-Day Performers or Weekly Performers, Producer may use the half-day rehearsal rate based only on the Day Performer minimum.

E. Background Actor Rates:	<u>7/29/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
General Background Actor	\$118.00	\$122.00	\$126.00	\$130.00
Special Ability Actors and Stand-ins	\$142.00	\$146.00	\$150.00	\$163.00

- a. The weekly salary for Background Actors employed by the week shall be five (5) times the minimum daily rates as specifically set forth above. Background Actors employed by the week are guaranteed a minimum employment of five (5) consecutive days, provided that a Saturday work day shall be included in such five (5) consecutive days.
- b. Any Background Actor who speaks atmospheric words, commonly known in the industry as "omnies", is entitled to the basic wage for the particular call.
- c. Whenever Producer employs more than ten (10) registered Background Actors for general Background Actor work in an Interactive Program on any day, Producer may employ any number of non-registered persons to perform crowd work.

16. NON-DISCRIMINATION POLICY

- A. The parties hereto reaffirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, color, creed, national origin, age, or disability, in accordance with applicable state and federal law; no inquiry shall be made with respect to a Performer's marital status, sexual preference or national origin, creed, age or disability.
- B. Producer shall cast Performers in accordance with the above policy in all types of roles, having due regard for the requirements of and the suitability for the role so that, for example, the

American scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, Performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives.

In furtherance of the foregoing, the Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, Performers with disabilities and seniors in the casting of each production thereby creating fair, equal and non-stereotyped employment opportunities. Producer agrees to provide equal employment opportunities (including auditions) for women and men for Voice-Over roles having due regard for the requirement of and suitability for such roles.

- C. When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional non-discriminatory basis.

Producer shall make every effort to cast Performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, e.g., crutches, prostheses, etc.. Where the Stunt Performer doubles for a role which is identifiable as female and/or Black, Latin-Hispanic, Asian-Pacific or Native American and the race and/or sex of the double is also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved. The Stunt Coordinator shall make every effort to identify and recruit qualified minority and female Stunt performers and Stunt performers with disabilities prior to the commencement of production.

- D. Special Considerations: All facilities under the control of or used on behalf of Producer in connection with the casting or production of Material for Interactive Programs, including but not limited to dressing rooms, lodging, studios, locations (where feasible), sets, and transportation and access thereto, shall provide reasonable accommodations for Performers with disabilities and shall be suitable for the special needs and requirements of any Performers whether by reason of age or disability. For any role in which a deaf engagement, a certified or a qualified interpreter(s) for the deaf (i.e., interpreter(s) qualified or certified in sign language or oral interpretation). With regard to Performers who are blind or visually impaired, Producer and such Performers shall make mutually acceptable provisions to make the script and/or sites available to the performer in advance of auditions.

17. **CONTRACTS WITH PERFORMERS**

Every contract (whether written or oral) between Producer and any Performer shall be deemed to contain the following clauses:

"Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto:

- A. That they are bound by all the terms and provisions of the 2005 – 2008 Screen Actors Guild, Inc.- Producer Interactive Media Agreement.
- B. That should there be any inconsistency between said contract and the Agreement or the valid rules and regulations enacted by the Guild not in derogation thereof, the Agreement and the rules and regulations of the Guild shall prevail; but nothing in this provision shall affect terms, compensation or conditions provided for in this contract which are more favorable to members of the Guild than the terms, compensation and conditions provided for in said Agreement.

- C. If the term of this contract is of longer duration than the term of the Agreement between the Guild and the Producer, this contract shall be modified to conform to any agreements or modifications negotiated or agreed to in said Agreement, and the existence of this contract shall not prevent the Performer from engaging in any strike or obeying any of the lawful rules and regulations of the Guild without penalty by way of damage or otherwise, subject to mutual cancellation or termination of this contract without penalty on either side.
- D. Performer is a member of the Guild in good standing subject to and in accordance with Section 9 of this Article I and is subject to the rules and regulations of the Guild.
- E. That the Performer is covered by the provisions governing the Screen Actors Guild Pension and Health Plans.
- F. All disputes and controversies of every kind and nature arising out of or in connection with this contract shall be determined by arbitration in accordance with the procedure and provisions of said Agreement."

18. EXISTING CONTRACTS

The parties acknowledge that existing contracts between Performers and Producer entered into prior to the date of execution of this Agreement shall not be subject to the terms and conditions hereof.

19. INDIVIDUAL CONTRACTS

Except as otherwise herein expressly provided, the minimum terms and conditions hereof shall be deemed incorporated into all individual contracts of employment in effect on the effective date hereof or thereafter executed, with respect to all services rendered on or after such effective date.

20. MINIMUM SCALE/TERMS

Producer agrees that it will make no contract with any Performer at terms less favorable to such Performer than those contained in this Agreement, and no waiver of any of the terms hereof shall be effective without the written consent of the Guild. All Performers, whether employed at Scale or in excess of the minimum rates set forth herein, shall have the protection and benefits of the provisions and conditions set forth in this Agreement. Nothing herein shall prevent an individual Performer from bargaining for more favorable terms and conditions in his/her individual contract than those accorded Performers hereunder.

21. PROHIBITION AGAINST CREDITING

No compensation paid to a Performer for his/her services in excess of the minimum may be credited against Overtime, Liquidated Damages or any other compensation otherwise due the Performer; however, nothing herein shall prevent Producer from bargaining with the principal Performer to allocate compensation payable to a Principal Performer (other than Overtime and Liquidated Damages) which is greater than two hundred percent (200%) of Scale to sums which may be otherwise due the Principal Performer hereunder provided that the right to allocate is specifically set forth in the Performer's employment contract.

22. SAG MEMBER REPORTS; PERFORMER CONTRACTS

Producer shall have the option of utilizing SAG Member Reports at the time of hiring of Principal Performers and/or Background Actors in connection with Interactive Programs on a form similar to

that authorized by SAG, or to employ the same pursuant to individual contracts in forms approved by the Guild. If Producer utilizes such Member Reports, it will be the duty and responsibility of each Performer to deliver a form initialed by the Producer to the local SAG office.

If Producer does not utilize Member Reports, Producer shall employ Scale Performers pursuant to individual contracts on a form approved by the Guild which guarantees the Performers the minimum terms and conditions of this Agreement. No changes, alterations or additions may be made in such form except such changes as are more favorable to the Performer and as to which changes both Performer and Producer have given written approval on the contract. Copies of all such employment contracts shall be filed with the appropriate Guild office.

23. EVASION OF RESPONSIBILITY

Producer agrees that Producer will not knowingly, for the purpose of evading performance under this Agreement:

- (1) sublet or transfer responsibility hereunder to any third person;
- (2) transfer operations to any other place of origin or territory solely for the purpose of defeating or evading this Agreement;
- (3) use, lease or authorize others to use Material for Interactive Media for any purpose or in any manner other than as permitted by this Agreement.

24. WAIVERS

The Guild recognizes that the production, distribution and exhibition of Programs in Interactive Media is in its formative stages, and there may be uses of a nature not contemplated at the time the parties enter into this Agreement. The Guild agrees to consider any special circumstances which warrant modification of any of the terms of this Agreement and to grant waivers to accommodate such productions, which waivers shall not be unreasonably withheld. Any request by a producer for consideration for changes or waiver by the Guild hereunder must be made in writing by advance notice to the Guild to afford sufficient time to give proper consideration to such request. The parties acknowledge that fifteen (15) business days notice prior to the scheduled production of any Interactive Program shall be deemed sufficient time for purposes of evaluating such request.

25. WAIVER OF RIGHTS BY MEMBERS

The acceptance of consideration by a member of the Guild under this Agreement shall not be deemed sufficient consideration to effect a waiver, release or discharge by such Guild member of such Guild member's contractual rights under this or any other Guild agreement. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void to the extent provided for above without the Guild's prior written approval.

26. PRODUCTION STAFF

- A. Producer shall not utilize persons employed as members of Producer's casting or production staff as Performers in any Interactive Program on which they also render other services without the express consent of the Guild, however, the Guild shall grant waivers on a reasonable basis in good faith to accommodate the legitimate production necessities of Producer.

- B. The following are exceptions to the above: (1) Animal handlers (appearing in a scene in which they handle animals); (2) Performer/directors, Performer/writers, or Performer/producers engaged by written contract prior to the commencement of Principal Photography of the Program; (3) an "emergency" in the production which requires immediate response. Emergency is defined as a situation on location in which a member of the cast cannot perform or fails to report for work ready, willing and able to perform the duties assigned to such Performer hereunder.
- C. Violations of the foregoing prohibition shall require payment of Liquidated Damages, as follows:

Day Performer	\$300.00
Three Day Performer	\$400.00
Weekly Performer	\$600.00

27. PAYMENTS

- A. Effective July 29, 2005 Performers shall be paid not less than the minimum applicable fees due hereunder, in the legal tender of the United States not later than twelve (12) business days after services are rendered.

- B. Liquidated Damages for Late Payment

The following cumulative payments shall be added to the compensation due and payable to the Performer for each day, beginning with the day following the day of default: Two Dollars and Fifty Cents (\$2.50) for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday, and holidays which the Producer observes). Thereafter, the accrual of damages shall cease unless either the Guild or the member gives written notice to the Producer of the non-payment. In the event such notice is given and full payment including accrued Liquidated Damages is not made within twelve (12) working days thereafter, the Producer shall be liable for an immediate payment of Seventy-Five Dollars (\$75.00) plus further payments at the rate of Five Dollars (\$5.00) per day from the date of receipt of notice of non-payment which shall continue without limitation as to time until the delinquent payment together with all Liquidated Damages are fully paid. Such Liquidated Damages shall be in addition to any and all other remedies which the Guild may have against Producer under this Agreement.

The above cumulative payments shall not apply in the following case:

- (1) Where a bona fide dispute exists as to the amount due and payable concerning which the Guild has been notified promptly;
- (2) When force majeure intervenes;
- (3) Where Performer's services are provided by a Loan-Out Company, and he/she has failed to furnish to the Producer pertinent information required and all W-4 forms (provided, however, that Producer has made such forms available at the production site);
- (4) Where there is no Loan-Out Company and a Performer has failed to furnish the Producer his/her W-4 form (provided, however, that Producer has made such forms available at the production site); and

- (5) Where the Performer, having been furnished his/her contract on or before the day of his/her performance, fails to return the signed engagement contract promptly.

C. All Fees are Net

The minimum fees specified in this Agreement shall be net to the Performer. No deductions whatsoever may be made by Producer from Performer's compensation except for deductions and withholding that are required by law, including but not limited to the Social Security and withholding taxes as specified below.

28. SOCIAL SECURITY, WITHHOLDING, UNEMPLOYMENT AND DISABILITY INSURANCE TAXES

All compensation paid to Performers covered by the Agreement for and in connection with the making and use of Programs for Interactive Media constitute wages and as such is subject to Social Security, withholding, unemployment insurance taxes and disability insurance taxes. Producer and any others who assume the obligation to make such payments shall also make the required payments, reports and withholdings with respect to such taxes.

Employers must honor a Performer's request that taxes be withheld over a longer payroll period (i.e., by a more favorable tax withholding schedule) to the extent Producer can do so without incurring liability therefrom as determined by Producer in accordance with its standard customary practices. Producer shall attach appropriate forms for this purpose to Performer's contract.

A W-4 form or an alternative form with appropriate IRS tax information for withholding purposes will be included in the standard union employment contract form.

29. SAFEGUARDS AGAINST VIOLATION

Producer shall furnish the Guild written reports, under the same cover as checks for Performers' services, specifying: the details relevant to the Interactive Program produced; time of the production sessions; the title of the Interactive Program; names of Performers; complete time in rehearsal and shooting; gross fees payable to Performers.

30. SAG PENSION AND HEALTH PLANS

- A. Producer shall become a party to the "Screen Actors Guild-Producers Pension Plan for Motion Picture Actors" and "Screen Actors Guild-Producer Plan for Motion Picture Actors" and shall contribute to the Plans amounts equal to 13.3% of all gross compensation as herein defined with respect to Interactive Programs produced under this Agreement prior to July 29, 2005. Effective July 29, 2005, the contribution amount shall increase to 14.3% of all gross compensation as herein defined with respect to Interactive Programs produced under this Agreement. Included in that amount, is a Producer contribution of three-tenths of one percent (0.3%) of gross compensation to fund the administration of special programs such as seminars on casting and non-discrimination mandates in this Agreement, training and retraining programs, Performer safety, etc. This Fund ("SAG Industry Cooperative Fund") was previously created by SAG and the Alliance of Motion Picture and Television Producers. For Producer's convenience, the .03% contribution to the SAG Industry Cooperative Fund is included in the 13.3% or 14.3% contribution (as applicable) for the Pension & Health Plans.

The term "Gross Compensation" as used in this Section means all salaries, fees, and other compensation or remuneration; excluding, however, payments for meal period violations, rest

period violations, traveling, lodging or living expenses, Liquidated Damages for late payments, flight insurance allowance, reimbursements for special hair dress or for wardrobe maintenance or damage, but without any other deductions whatsoever. Such terms also include amounts paid to any employee with respect to services as a Performer (including compensation paid as salary settlements) whether or not any services were performed.

- B. All contributions shall be allocated between the Pension and Health Plans as determined by the Plan Trustees, and will be subject to reallocation from time to time in accordance with the determination of the Trustees based on actuarial studies.
- C. It is understood that the Pension and Health contributions are industry-wide and open to all Producers and advertising agencies signatory to any of the Guild's collective bargaining agreements or Letters of Adherence thereto which provide for payments to the Plans as above set forth. By signing a Letter of Adherence to the Trust Agreement hereinafter referred to and upon acceptance by the Trustees, Producers and advertising agencies shall be deemed bound by the terms and conditions of the Plans and to have appointed the Producers, Trustees and alternative Trustees previously appointed.
- D. The funds contributed to the Pension Plan and the Health Plan shall be trust funds and shall be administered under the Screen Actors Guild-Producers Pension Plan Trust Agreement and the Screen Actors Guild-Producers Health Plan Trust Agreement, both dated February 1, 1960, which Agreements and Declarations of Trust shall become part of the collective bargaining contract. The Trust Fund for the Pension Plan shall be used solely for the purpose of providing pension benefits for employees covered by the Guild's collective bargaining contracts in the motion picture industry who are eligible for benefits under the Pension Plan, and for expenses in connection with the establishment and administration of such Pension Plan. The Trust Fund for the Health Plan shall be used solely for the purposes of providing welfare benefits for employees covered by the Guild's collective bargaining contracts in the motion picture industry who are eligible for benefits under the Health Plan and, in the discretion of the Trustees, for their families and for expenses in connection with the establishment and administration of such Health Plan.

The Trustees shall determine the form, nature and amount of pension and health benefits, respectively, the rule of eligibility for such benefits, and the effective dates of such benefits.

- E. The Plan of pension benefits shall be subject to the approval of the Internal Revenue Service as a qualified Plan. If any part of the Plan is not approved, the Plan shall be modified by the Trustees to such form as is approved by the Internal Revenue Service.
- F. The Declarations of Trust shall provide that no portion of the contributions thereof may be paid or revert to any Producer.
- G. Producers and advertising agencies shall furnish the Trustees to each Plan, upon request, with the required information pertaining to the names, job classifications, Social Security numbers and wage information for all persons covered by the agreement together with such information as may be reasonably required for the proper and efficient administration of the Pension Plan and the Health Plan, respectively. Upon the written request of the Guild to the Producer, such information shall also be made available to the Guild.
- H. No part of the Producer's contributions to such Plans may be credited against the Principal Performer's compensation over Scale or against any other remuneration that the Performer may be entitled to no matter what form such other remuneration may take nor shall such contributions constitute or be deemed to be wages due to the individual employees subject to

this Agreement, nor in any manner to be liable for or subject to the debts, contracts, liabilities, or torts of such employees.

I. LOAN OUTS

Where the Producer borrows acting services from a signatory Loan-Out Company, or enters into a contract with a Performer under which covered services and non-covered services are to be provided, the following shall apply:

1. There will be a separate provision in the Principal Performer's agreement or loan-out agreement covering only acting services. Where other services are involved, and there is a dispute over the portion of the compensation allocated to acting services, the Principal Performer's "customary salary" shall be given substantial consideration in resolving such dispute.
2. Contributions shall be payable on the amount allocated to covered services.
3. The Producer shall have the obligation to make the contributions directly to the Plans whether the agreement is with the Performer or with the Performer's Loan-Out Company.
4. If, prior to the date on which Producer assumed the obligation to make the contributions directly to the Plans, a Loan-Out Company has failed to make the applicable pension and health contributions on behalf of the loan-out Performer pursuant to the provisions of the applicable SAG Contract, Producer shall not be liable for such contribution.
5. Claims against the Producer for pension and health contributions on behalf of Performers borrowed from a Loan-Out Company, or claims against the Producer on behalf of Performers employed directly by the Producer must be brought within four (4) years from the date of filing of the compensation remittance report covering such Performers.
6. Any claim for contribution not brought within the four (4) year period referred to in Subsection I.(5) above shall be barred.

J. AUDITS

Claims against the Producer pursuant to Subsection I, above, for pension and health contributions on behalf of Performers borrowed from a Loan-Out Company, or claims against Producer pursuant to this Section 30 must be brought within four (4) years from the date of filing of the compensation remittance covering such Performers.

K. ADHERENCE TO THE PLANS

By signing this Agreement, Producer thereby applies to become a party to and agrees to be bound by the Screen Actors Guild-Producers Pension Plan Trust Agreement and the Pension Plan adopted thereunder; and the Screen Actors Guild-Producers Health Plan Trust Agreement and the Health Plan adopted thereunder, if the Producer is not already a party to said Agreements and Plans.

Producer further hereby accepts and agrees to be bound by all amendments and supplements heretofore and hereafter made to the foregoing Agreements and documents. Producer hereby accepts the Producer Plan Trustees under said Trust Agreements and their successors designated as provided herein.

31. RIGHT TO RESPECT PICKET LINES

The Producer will not discriminate against any individual Guild Performer for refusal to cross a lawful picket line which is established at the premises of Producer as the result of a lawful strike, authorized by responsible Guild officers having the right to do so (at the appropriate local or national level).

32. SEPARABILITY

If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstances, shall be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement or the application thereof to any other person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the intent that this Agreement would have been accepted even if such invalid provision had not been included.

33. PRODUCTION PROSECUTED

In the event that the Material in which the Performer has performed hereunder is the subject of any civil or criminal prosecution, Producer agrees to defend the Performer and to pay all expenses, charges and judgments so incurred. This Section does not apply to a case where the prosecution results from Material furnished by the Performer or acts done by the Performer without authorization of the Producer or beyond the scope of his/her employment.

34. NO STRIKE - NO LOCKOUT

So long as the Producer performs this Agreement, the Guild will not strike against the Producer, as to Performers covered by this Agreement in the field covered by this Agreement. To the extent the Guild has agreed not to strike, it will order its members to perform their contracts with the Producer. This and the following paragraph shall apply only to companies who sign this Agreement. Producer and the Guild agree that there will be no stoppage of work pending any arbitration and award, and the parties agree that all judgments rendered pursuant to arbitration brought in accordance with the procedures specified hereunder will be binding upon them.

35. TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

A. Upon the sale, transfer, assignment or other disposition by Producer of any Interactive Program produced by it hereunder, the Producer shall not be responsible to the Guild or to any Guild members for any payments thereafter due with respect to the use of such Programs or for a breach or violation of this Agreement by such transferees, if the Guild approves the financial responsibility of such transferee in writing (which consent shall not be unreasonably withheld), and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

" ("Transferee") hereby agrees with _____ ("Producer")
that all Programs covered by this agreement are subject to the 2005 – 2008 Screen Actors Guild Inc. – Producer Interactive Media Agreement. Transferee hereby agrees expressly for the benefit of the Guild and its members affected thereby to make all payments of fees as provided in said Agreement and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the SAG Pension and Health Plans required under the provisions of said Agreement with respect to any and all such payments and to comply with the

provision of said Agreement with respect to the use of such Program and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Agreement, and the Guild, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made."

The Producer agrees to give written notice by mail to the Guild of each sale, transfer, assignment or other disposition of any Program which is subject to this Agreement within thirty (30) days after the consummation of each sale, etc., and such notice shall specify the name and address of the purchaser, transferee or assignee.

36. UNION STANDARDS

- A. Producer will neither engage in the production of an Interactive Program or any part thereof as to which one (1) or more Performers are employed by a person not a signatory to this Agreement or a Letter of Adherence herein (a "non-signatory"), nor acquire an Interactive Program or any part thereof as to which one or more Performers were employed by a non-signatory unless, in each case, the Producer determines after reasonable investigation that such Performers have been and will be either (1) afforded the wages, hours, working conditions and other economic benefits provided in the Agreement; or (2) afforded wages, hours, working conditions and other economic benefits having substantially equivalent economic cost to such non-signatory. The Producer shall upon written request from the Guild, report to the Guild the name of such non-signatory, the number of Interactive Programs to be recorded and other pertinent data to enable the Guild to administer this Agreement. Notwithstanding anything in the foregoing to the contrary, this Section 36 shall not apply to Interactive Programs or parts thereof which exist prior to the execution hereof.
- B. If the Producer obtains an agreement substantially in the form below from such non-signatory, Producer shall be deemed to have observed the provisions of Subsection 36.A.:

"It is hereby agreed by _____ [Name of Non-Signatory Employer] that all Performers as defined in the 2005 – 2008 Screen Actors Guild Inc. – Producer Interactive Media Agreement be afforded either (1) the wages, hours, working conditions and other economic benefits provided in said Agreement; or (2) wages, hours, working conditions and other economic benefits having a substantially equivalent economic cost to _____ [Name of Non Signatory Employer]."

- A. In addition to any other remedies at law or under this Agreement, the Guild reserves the right to terminate its agreement with any Producer who fails to observe the provisions of Subsection 36.A, unless such failure is isolated or inadvertent.

37. ARBITRATION

In the event of any controversy or dispute arising with respect to this Agreement or the interpretation or breach thereof between the Guild and the Producer or a Performer and the Producer, the Guild and the Producer agree, in good faith, to promptly attempt to settle such dispute amicably by conciliation. In the event that they are unable to do so, any such controversy or dispute shall be settled in accordance with the voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association located with the State of California by a single Arbitrator chosen in accordance with such rules and as specified below.

A. Conciliation Procedures:

1. Whenever any dispute arises which is arbitrable under this Agreement, a representative of the Guild and a representative of Producer shall meet within ten (10) business days after a written request is made for conciliation by either party to the other. The filing of a formal claim by the Guild or Producer for arbitration shall be deemed an automatic request for prior conciliation. If the parties are not able to reach agreement by conciliation after such good faith attempts, a claim for arbitration may be filed. Claims for arbitration hereunder shall be filed not later than the later of: (i) six (6) months after the occurrence of the facts upon which the claim is based; or (ii) within six (6) months after the employee or the Union, or the Producer, as the case may be, has had a reasonable opportunity to become aware of the occurrence. Otherwise, such claims shall be deemed waived.
2. The time period for filing claims shall be tolled while conciliation discussions are taking place between the Producer and the Guild, and/or the Producer and a Performer's agent or representative, as the case may be.

B. Arbitration:

1. If the parties fail to settle the dispute by conciliation or if one party fails or refuses to meet after a request for conciliation, then either the Guild or Producer shall deliver to the other a written demand for arbitration setting forth the material facts concerning the dispute. The demand for arbitration shall be served upon the other party by first class mail addressed to the representative of the Guild or the Producer designated to receive such service at such party's last known address or by personal service within the state where the proceeding is to take place. A request for arbitration shall be filed with the American Arbitration Association office in a locale within the preference zone in which the Producer has its primary place of business.
2. The arbitrator shall be selected within fifteen (15) days of the date the arbitration demand is served in accordance with the procedures of the American Arbitration Association in effect at such time. The arbitration hearing will be commenced within sixty (60) days of the date that the arbitrator is selected. The arbitration award will be issued within thirty (30) days of the date of submission. All time periods herein may be extended in any particular case upon the written agreement of the parties.
3. All arbitrations hereunder which are not instituted by Producer, shall be brought by and in the name of the Guild, whether such arbitration is on its own behalf or on behalf of a Performer and, in the latter case, the Guild may, but shall not be required to, represent the Performer. The Guild may, however, in its discretion, permit a Performer to bring an arbitration in the name of the Performer. It shall, however, be solely within the discretion of the Guild whether a claim of a Performer shall be brought to arbitration.
4. The cost and expenses of the arbitrator shall be shared equally by the Guild and the Producer.
5. The award of the arbitrator shall be final and binding upon all parties to the proceeding, and judgment upon such award may be entered by any party in the highest court of the forum, state or federal, of competent jurisdiction.
6. The Guild shall be an ex officio party for all arbitration proceedings hereunder in which any Performer is involved, and the Guild may do anything which any Performer named in such proceeding might do. Copies of all notices, demands and other papers filed by any

party in arbitration proceedings, and copies of all motions, actions or proceedings in court following the award shall be promptly filed with the Guild. The Guild agrees to aid the enforcement of awards against its members by appropriate disciplinary action.

7. The Guild agrees that there will be no stoppage of work during an arbitration or prior to the rendition of the award.
8. Disputes involving or relating to injunctive relief are not arbitrable hereunder.

38. SERVICES/RATE NOT SPECIFIED

The only services Performers contracted for are those specified in this collective bargaining agreement. This paragraph is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the requirement that it shall not be in conflict with this collective bargaining agreement. Producer shall not require a Performer to include such services as a part of his or her employment under this Agreement but must bargain separately therefor.

If Producer wishes to employ a Performer to perform work for which there is no specified compensation within this Agreement, the parties agree that a Qualified Professional Performer's established rate (which is the rate actually paid within the prior twelve (12) months by a third party producer for similar services), shall be deemed a fair and reasonable rate of compensation for which no waiver need be obtained from the Guild. If Producer wishes to employ such a Performer on terms other than his/her established rate, Producer shall seek a waiver therefor from the Guild.

39. RIGHT TO TERMINATE; UNFAIR LIST

Nothing in this Agreement shall preclude the right of the Guild to terminate this Agreement (on reasonable notice, taking into account in particular any productions already underway or about to begin at such time) and declare a Producer unfair when such Producer, knowingly and intentionally, materially breaches its obligations under the Agreement such as, by way of example and not by way of limitation, where a Producer fails to pay compensation owing to Performers employed by Producer where there is no bona fide controversy arising out of employment under the Agreement. This provision only has effect when Producer refuses to arbitrate or refuses to recognize arbitrator's decision.

40. NOTICES TO PERFORMERS

All notices which the Producer desires or is required to send a Performer shall be sent to not more than two (2) addresses which the Performer may designate, one of which shall be the address which Performer designates for the sending of payments on his or her standard employment contract.

41. FORCE MAJEURE

If a production for which the Performer is engaged is necessarily prevented, suspended or postponed during the course thereof, by reason of fire, accident, strike, riot, act of God, or the public enemy, or by any executive or judicial order or by reason of the illness of any other member of the cast or of the director (herein an event of "Force Majeure"), the following provisions shall apply:

- A. Day Performers: Producer shall have the right to terminate the services of Day Performers without further liability, except for compensation for services previously rendered, provided

however, that: (i) if such termination occurs before the Performer is used or (ii) if the Performer is subsequently replaced (other than because of his/her unavailability), the Performer shall be entitled to one day's salary in addition to compensation for services previously rendered. Producer shall have the right to recall the Performer after such termination without compensation for intervening time, when production is resumed at the same rate as that previously applicable, subject to the Performer's professional availability.

- B. Three-Day and Weekly Performers: Producer has the right to suspend Performers' services and place Performers on one-half ($\frac{1}{2}$) salary during the period of Force Majeure, subject to the Producer's right to terminate the Performers' employment at any time during the event of Force Majeure. The Weekly Performer shall have the right to terminate employment effective at the end of the third week of suspension at one-half ($\frac{1}{2}$) salary or, in the case of a Three-Day Performer, effective at the end of the second week of suspension at one-half ($\frac{1}{2}$) salary, or at any time thereafter unless the Producer commences and continues thereafter to pay Performer his/her full compensation upon receipt of Performer's notice of termination.

Notwithstanding the foregoing, at any time after the commencement of an event of Force Majeure and prior to any resumption by the Performer of his/her services, the Producer may terminate the services of the Performer without further liability except for compensation for services previously rendered. Producer shall have the right at any time during the next three (3) weeks (or, in the case of a Three-Day Performer, after two (2) weeks), to recall the Performer without compensation for intervening time at the same rate as that specified in the Performer's contract, subject only to the Performer's professional availability.

- C. Any guaranteed employment hereunder may be extended by the period of any suspension for Force Majeure hereunder by giving written notice to such effect not later than the date of resumption of production following such suspension.

42. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all previous agreements, written or oral, which may have been entered into prior to the date of execution hereof. This Agreement shall not be altered except by written agreement executed by both parties hereto. This Agreement will be governed by the laws of the State of California, as applied to agreements made and performed entirely within California.

ARTICLE II
WORKING CONDITIONS
PRINCIPAL PERFORMERS

1. CASTING AND AUDITIONS

- A. If Performers are requested to audition prior to an engagement, Producer shall provide the Performers (or his/her representatives) comprehensive information regarding the audition such as a specific time therefore, the nature of the role(s) available (whether Day Performer, Three-Day Performer, etc.), the nature of the performance desired and any unusual working conditions (work involving animals, stunts, hazards, improvisations, or nudity). An ample supply of segments of the script ("sides") and/or story boards for the particular role(s) which are the subject of the audition shall be available at the location of the audition at the time of the Performers' sign-in. Cue cards may be used by Producer instead of sides or story boards if Producer determines that script Material must be kept confidential.
- B. If, at either a first or second audition, the Performer is required to remain for more than one (1) hour from the time of call or arrival, whichever is later, he/she shall be compensated for all time on said call in excess of one (1) hour, at straight time, in one-half ($\frac{1}{2}$) hour units, at the rate of one-sixteenth ($\frac{1}{16}$) of the Day Performer rate. For the third and each subsequent audition, the Performer shall be paid a minimum of one-eighth ($\frac{1}{8}$) of the Day Performer rate. For all time in excess of one (1) hour, the Performer shall be paid at straight time in one-half ($\frac{1}{2}$) hour units, at a rate of one-sixteenth ($\frac{1}{16}$) of the Day Performer rate per unit. Pension and Health contributions shall be paid on all compensation payable to the Performer hereunder for the third and all subsequent audition calls. If the Performer is required to memorize lines for an audition which he/she has been given to learn outside the studio, he/she shall be compensated at one (1) hour of straight time or actual time required for such audition, whichever is greater. If there has been no agreed salary before the auditions, and if the Performer and Producer cannot agree, the salary rate at which he/she shall be compensated for such excess time shall be one-sixteenth ($\frac{1}{16}$) of the Day Performer rate.
- C. Auditions shall be conducted before Producer and authorized representatives thereof and not in public; mass auditions shall be prohibited. If an audition is recorded, it is agreed that such audition Material shall be used only to determine the suitability of a Performer for a specific project.
- D. Adequate seating shall be provided at all auditions.

2. CONSECUTIVE EMPLOYMENT

- A. Employment of Three-Day or Weekly Performers shall be for consecutive days from the beginning of the engagement. Such Three-Day and Weekly Performers may agree that consecutive employment is not applicable to a certain engagement provided that such agreement is in writing and Producer provides the firm work dates in writing no later than the first day of work. Additional days of work shall be subject to the professional availability of such performer. Three-Day and Weekly Performers must be engaged in units, throughout their engagement, of not less than three days or weeks, respectively.

- B. The requirement of paid consecutive employment is not applicable to: Day Performers; Background Actors (who are subject to the call back provisions of Article III, Section 9); Singers; Dancers; Stunt Performers; and Three-Day or Weekly Performers engaged at a rate greater than \$45,000 for the Interactive Program.
- C. Any Principal Performer who has been recalled to render services (other than Retakes, Added Scenes, Etc.) and completes such services, and is then later required for additional Principal Photography ("spillover") by Producer, shall render such spillover services shall be rendered to Producer on a first-call basis on the same terms and conditions as the original employment (except for the term), subject to the Performer's professional availability.
- D. The Producer may not agree with any Singer that the Singer will hold himself/herself available for any day after the termination of an original period of employment (which may be as short as one (1) day) unless the Producer agrees at the same time to employ the Singer for such day. It is agreed, however, that the Singer may be recalled by the Producer and will report, at any time prior to the completion of production of the Interactive Program for which he/she was originally employed on the same terms and conditions (except for the term), provided that he/she is not then otherwise professionally employed.
- E. Notwithstanding any of the above, all Performers shall be paid for intervening days on an overnight location when required to remain at such location by Producer.

3. RETAKES, ADDED SCENES, ETC.

This provision shall not be used to introduce a new character or role.

Compensation for services in connection with retakes, added scenes, soundtrack (including Looping), process shots, transparencies, trick shots, trailers, changes in foreign versions, shall be paid only for the days on which the Performer is actually so employed subject to the individual Performer's availability.

If such services are commenced within three (3) months after the prior termination of employment, compensation therefor shall be at the daily rate or the prorated three day or weekly rate originally agreed upon. In the case of conversion from a Day Performer to a Three Day or Weekly Performer, the compensation shall be based on the prorated three day or weekly rate. A Three Day or Weekly Performer recalled to loop after completion of Principal Photography shall be paid one half (½) day's pay (one sixth (1/6) or one tenth (1/10) of the Performer's three day or weekly base rate, respectively) for a four (4) hour Looping session. If the session exceeds four (4) hours, a full day's pay shall be payable. A Voice Over Performer may be recalled for retakes for one half of the performer's original four hour day rate for no more than a two hour session. If the session exceeds two (2) hours, the performer's full four hour day rate shall be payable.

An on-camera performer recalled to perform looping services may loop his/her on-camera performance for the payment detailed above. Performance of additional voices requires compensation at rates not less than Article I, Section 15.B.

4. CONVERSION OF DAY PERFORMERS

Producer shall have the right to convert the engagement of a Day Performer to a Three-Day or Weekly Performer at any time, but such conversion shall commence not earlier than the date Producer gives such Performer (or his/her representative) written notice of such conversion in person or by telegraphing or mailing the same to the address furnished the Producer by the

Performer. If the notice is delivered personally to the Performer by noon, or if a telegraphic or facsimile notice is delivered to the office transmitting such messages to the Guild by noon, then the conversion shall be effective commencing with that day. If notice is delivered personally to the Performer or to the telegraph office after noon, or if sent by mail, then in each of the instances as mentioned the conversion shall be effective on the Performer's next work day.

5. WORK TIME - DEFINITION AND EXCEPTIONS

- A. For the purpose of ascertaining and computing hours of work, the rest period and Overtime, the period from the time the Performer is required to report to work by Producer ("call") and does actually report ready, willing and able to work without interruption, until the time such Performer is finally dismissed for the day, shall constitute work time, except as follows:
 - 1. Allowable meal periods, as provided by Section 13;
 - 2. Casting or audition calls, as provided by Section 1;
 - 3. Story, song and production conferences, as provided by Section 14;
 - 4. Study of lines or scripts, as provided by Section 15;
 - 5. Publicity interviews and stills, as provided by Section 16;
 - 6. Fittings, Wardrobe Tests and Makeup Tests, as provided by Sections 10 and 11; or
 - 7. Travel time, to the extent provided by Section 30.
- B. After the starting date of employment, none of the events referenced in Subsection 5.A., above, shall break the consecutive employment of such Performer.
- C. Any period during which the Performer fails, refuses, or is unable because of disability to render services, and any period during which the Performer at his/her own request is excused from rendering services, shall not be work time for any purpose.

6. OVERTIME

- A. For the purpose of computing Overtime, a Performer's day is computed from the time of first call to dismissal, excluding meal periods.
 - 1. Overtime payments for all on-camera Performers shall begin with the ninth hour of any given day; the ninth and tenth hours shall be paid at time and one-half; the eleventh hour and beyond shall be paid at double-time. If the Performer is working at midnight of any day, then his/her hours of work for such day shall be computed until the Performer has been dismissed subsequent to midnight.
 - 2. Overtime payments for voice-over performers engaged on either a four -(4) hour day or a six -(6) hour day shall be as follows:
 - a) A performer engaged for a four - (4) hour day shall be entitled to overtime equal to time and one-half for the fifth and sixth hours and double time for any hours in excess of six (6).

- b) A performer engaged for a six- (6) hour day shall be entitled to overtime equal to time and one-half for the seventh and eighth hours and double time for any hours in excess of eight (8).
- c) Overtime Payments for off-camera singers shall be calculated as follows:
All off-camera Singers shall be entitled to overtime payments after four consecutive hours of work. The fifth through tenth hour shall be paid at time and one-half in hourly units. Thereafter, all off-camera performers shall be compensated at double time hourly rates for work in the eleventh hour and thereafter.

B. Rate Maximums:

- 1. Day Performers compensated more than \$1,149.00 per day are payable for work beyond eight (8) hours based on the rate of \$1,149.00.
- 2. Three-Day Performers compensated more than \$2,531.00 are payable for work beyond eight (8) hours based on the rate of \$2,531.00.
- 3. Weekly Performers compensated more than \$4,285.00 per week are payable for work beyond eight (8) hours based on the rate of \$4,285.00.

- C. Payment of Overtime shall not be deemed to reduce a Performer's guaranteed employment or compensation. Except as otherwise herein provided in Sections 10 and 11, makeup, hair dress, wardrobe, or fittings shall be considered work time for all purposes including Overtime.

7. ENGAGEMENT; NON-USE OF SERVICES AFTER ENGAGEMENT

- A. A Performer shall be considered definitely engaged by a Producer in any of the following events:
- 1. When the Performer is given written notice of acceptance by the Producer;
 - 2. When a form contract signed by the Producer is delivered to a Performer;
 - 3. When a form contract unsigned by the Producer is delivered to a Performer and is executed by a Performer and returned to Producer within forty-eight (48) hours;
 - 4. When the Performer is fitted; however, this shall not apply to wardrobe tests;
 - 5. When the Performer is given an oral call which the Performer accepts; or
 - 6. When a Day Performer is given oral notice by the Producer and agrees to report on the commencement date for which the call is given; however, until noon of the day preceding such commencement date, either the Producer or the Performer may cancel such employment. If the Producer is unable to reach the Performer personally, either by telephone or otherwise, notice of such cancellation may be given to the Performer by telegraph or fax, in which event the time when such telegram is given by the Producer to the telegraph company, addressed to the Performer at his/her address or sent via facsimile at the appropriate fax number last known to the Producer, shall be the time of such cancellation.

- B. Neither auditions nor interviews shall constitute an engagement.
- C. When a Performer is engaged and not used for any reasons other his/her default, illness or other incapacity, he/she shall be entitled to a day's pay or his/her guarantee, whichever is greater. If the Performer who is selected is unavailable when called to render actual services, he/she shall not be entitled to a day's pay.
- D. A Performer who is replaced in a production after commencement of his/her services pursuant to his/her engagement and before the completion of the engagement, for reasons other than his/her default, illness, or other incapacity, shall receive his/her guarantee, or a day's pay in addition to payment for services rendered to that time, whichever is greater.
- E. A Performer shall be notified by Producer at the time of engagement whether the engagement requires overnight location work and, if so, the approximate time and duration of such location work to the extent such information is then known.

8. PROMPTING DEVICES; DESCRIPTION OR ROLE; SCRIPTS

- A. A full and forthright description of the role to be played must be given at the time of audition or interview or, if none, at the time of booking. Such description should include length of Performer's role, use of unusual terminology, whether memorization is required, and whether cue cards or other prompting devices will be used.
- B. When an on-camera performer is required to deliver unusual terminology, Producer will make every effort to have a prompting device or cue cards. If the script is not made available to the on-camera Performer at least twenty-four (24) hours prior to the shooting date, Producer must have cue cards or other prompting device.
- C. If the Performer's services will include development of a script through so called "ad-lib" work or substantial embellishment of an existing script through such work, Producer must so inform Performer or Performer's representative at the time of audition or interview.

9. ADVANCE INFORMATION

Producer shall inform a Performer (or his/her representative) at the time of audition or interview for a job, or at the time of hiring (if there is no audition or interview), whether the employment is to be as a Principal Performer, Background Actor, or otherwise.

10. FITTINGS, WARDROBE TESTS, AND MAKEUP TEST

- A. Fittings: Time spent by a Performer in fittings shall be paid as follows
 - 1. Fittings on the same day that the Performer works:
 - a. Time spent in such fittings shall be work time and part of the Performer's continuous day.
 - b. If four (4) hours or more intervene between the end of the fitting call and the beginning of the work call and the Performer is dismissed in the interim, the fitting shall be paid for as though it were on a prior day on which the Performer did not work.
 - 2. Fittings on a day prior to work:

- a. Day Performer: Where a Day Performer is fitted on a day prior to the day on which he/she works, he/she shall be entitled to one (1) hour pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day Performers receiving more than two (2) times Scale shall not be entitled to any compensation for such fittings.
 - b. Three-Day Performers: Producer shall be entitled to two (2) hours free fitting time. Additional fitting time shall be payable at the compensation rate specified in the Performer's contract, in fifteen (15) minute units, with a one (1) hour minimum call.
 - c. Weekly Performers: Producer shall be entitled to four (4) hours free fitting time on no more than two (2) days for each week the Performer works on the Program. Additional fitting time shall be payable at the compensation rate specified in the Performer's contract, in fifteen (15) minute units, with one (1) hour minimum call period.
3. A call to determine whether a Performer's own wardrobe is appropriate shall be deemed a "fitting" covered by the provisions of this Section 10.

B. Wardrobe and Makeup Tests

1. If a Performer is given a makeup or wardrobe test and not used in the Program for which he/she was tested, he/she shall receive one half ($\frac{1}{2}$) day's pay at Scale for each day on which he/she is given such test.
2. If a Performer is given a makeup or wardrobe test and is used in the Program for which he/she was tested, he/she shall be paid as follows:
 - a. Tests on the same day that the performer works: Time spent in such tests shall be work time and part of the Performer's continuous day.
 - b. Test on a day prior to work: Where a Day Performer is given a makeup or wardrobe test on a day prior to the day on which he/she works, he/she shall be entitled to (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. A Day Performer receiving more than two (2) times Scale per day shall not be entitled to any compensation for such test.
3. Producer shall be entitled to one (1) day's free fitting time for a test of each Three-Day or Weekly Performer on the Program. The Performer shall be entitled to a half ($\frac{1}{2}$) day's pay, pro-rata for each additional day tested in excess of such free time.

11. MAKEUP, HAIR DRESS, WARDROBE ALLOWANCE

- A. Exception to Work Time: Producer may require a Performer to report ready for work made-up with hair dress and/or in wardrobe without assistance from the Producer. In such cases, any time spent by the Performer therein prior to the Performer's first call shall not be work time spent by the Performer therein prior to the Performer's first call shall not be work time for any purpose, but the Producer may not have a Performer do any such preparation at any place designated by the Producer. The mere fact that a dressing room is available to Performers on the work site, to which he/she is not directed to report, is not the designation of a place for preparation by Producer. In the case of wardrobe, if the Performer is allowed to take home wardrobe or is furnished a dressing room with the wardrobe available in the dressing room, the time spent by such Performer in wardrobe shall not be considered work time.

- B. Except as specifically designated in the foregoing Subsection 11.A., any call by Producer for makeup, hair dress, or wardrobe is a call to work. Any Performer to whom Producer supplies the services of a makeup artist for makeup, or hairdresser for hairdressing, shall be considered to have a call for makeup or hair dress. When the Performer has reported pursuant to a call for makeup, hair dress, or wardrobe, the time so spent shall be work time.
- C. When makeup or hair dress other than ordinary street makeup or hair dress is required by Producer, a professional hairdresser and makeup artist shall be provided for the purpose of applying and maintaining such makeup and hair dress. If a Producer requires a Performer to furnish any special hair dress necessitating an expenditure, Producer shall provide an advance covering the expenditure at facilities designated by Producer.
- D. Adequate facilities shall be provided for removing makeup and hair dress which may be the same facilities used for applying makeup and hair dress. Time spent in removal of complicated or extraordinary makeup or hair dress shall be work time, but not removal of ordinary makeup and hair dress.
- E. On-camera Performers who supply specified personal wardrobe worn during rehearsals or production shall receive a maintenance fee for each complete wardrobe change at the following rates:
 - 1. Non-evening wear: \$15.00 per costume change.
 - 2. Evening wear: \$25.00 per costume change for each two (2) days or part thereof.
- F. "Wardrobe Change": A single wardrobe change shall consist of at least one (1) additional clothing item worn above the waist (such as blouse or skirt) and at least one (1) additional clothing item worn below the waist (such as slacks or skirt) unless only one (1) such area is visible to the camera. If so, one (1) additional item in the visible area shall be considered a wardrobe change. Items such as dresses, gown, overcasts, etc. shall be considered a change by themselves unless always worn as part of a single outfit. Further, each item of clothing shall be counted only once in determining the total number of changes even though the item may be used in more than one (1) outfit. No additional fees shall be charged for mixing and matching wardrobe items. For example, if outfit #1 is a blue blazer and tan slacks and outfit #2 is a gray suite, used of the blazer and suit pants to create a third outfit shall not require an additional fee. Accessories such as scarves, ties, and jewelry shall not be counted as items of clothing for this purpose.
- G. Wardrobe supplied by the on-camera Performer which is damaged or lost in the course of employment shall be repaired or replaced at the expense of Producer provided that notice of such damage or loss is given Producer within a reasonable time after such damage.
- H. Stunt doubles shall be provided with duplicated, properly fitting wardrobe which shall be appropriately cleaned after prior use by another Performer.

12. REST PERIOD; LIQUIDATED DAMAGES FOR VIOLATION

- A. A performer shall be entitled to a rest period of twelve (12) consecutive hours from the time he/she is finally dismissed for the day until his/her first call thereafter, whether for makeup, wardrobe, hair dress or any other purpose.
- B. The above provisions regarding the rest period shall be subject to the following exceptions:

1. Where the Producer is shooting on a nearby location, only if exterior photography is required on the day before and on the day after such reduced rest period, the twelve (12) hour rest period may be reduced to ten (10) hours, but such reduction may not again be allowed unless three (3) days without such reduction intervenes. The reduction to ten (10) hours in the circumstances described applies only if both of the days between which the rest period intervenes are spent at a nearby location.
 2. Where a Performer arrives at his/her place of lodging on an overnight location after 9:00 p.m. and does not work that night, the rest period with respect to the first call following such arrival may be ten (10) hours instead of twelve (12) hours, but the first call must be at the place of lodging.
 3. The Performer shall be entitled to a rest period of fifty-eight (58) consecutive hours (thirty-six (36) consecutive hours if on overnight location) once each week.
- C. The Performer may waive the rest period without the Guild's consent, but if he/she does so, he/she shall be entitled to Liquidated Damages of a day's pay or nine hundred fifty dollars (\$950.00), whichever is the lesser sum. The Performer may be required to waive the rest period if the violation is not over one and one half (1½) hours. The above Liquidated Damages of a day's pay or nine hundred fifty dollars (\$950.00), whichever is the lesser sum, shall be automatically incurred in any case in which the Performer waives the rest period. The Liquidated Damages may not be waived without the consent of the Guild.

13. MEAL PERIODS; ALLOWANCES; LIQUIDATED DAMAGES

- A. Allowable meal periods shall not be counted as work time for any purpose. 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 of the same Performer shall commence within six (6) hours after the end of the preceding meal period. A meal period shall not be less than one-half (½) hour nor more than one (1) hour in length. If, upon the expiration of such six (6) hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography. If, on location or while traveling to or from location, the delay is not due to any fault or negligence of the Producer, its agents, or persons contracted by it to render the catering service, or if delay is caused by common carriers such as railroads, there shall be no damages due for violation of the above provisions. If the caterer is chosen carefully and is delayed in reaching the location beyond the required time for commencing a meal period, there shall be no damages due for the violation; but if such delay shall continue beyond one-half (½) hour, work shall cease and the time intervening between such cessation of work and the meal period shall be work time.

If by reason of a long makeup, wardrobe or hair dress period of a Performer, application of the above stated rule would require calling a meal period for such Performer at a time earlier than that required for the rest of the set, Producer shall not be required to call such meal period if food, such as coffee and sandwiches, is made available to such Performer before the time for his/her established call, it being understood that no deduction shall be made from work time for such period. It is further understood however, that such Performer shall be given a meal period within six (6) hours from the time such food is made available to the Performer.

- B. The Liquidated Damages for meal period violations shall be:

\$25 to each Performer for the first one-half hour of violation or fraction thereof;
 \$35 to each Performer for the 2nd one-half hour or fraction thereof;
 \$50 to each Performer for the 3rd and each additional one-half hour or fraction thereof.

- C. Meals must be provided on all locations. All Performers shall be entitled to a basic \$48.40 per diem meal allowance on overnight locations. The Producer shall have the right to deduct from the per diem meal allowance the following amounts for each meal furnished, as follows: breakfast: \$9.30; lunch: \$14.00; dinner: \$25.10.
- D. Whenever Producer supplies meals or other food or beverages to the cast or crew, or provides money in lieu thereof, the same shall be furnished to all Performers. Regarding beverages, this provisions is applicable only in those situations where the Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (e.g., prop truck with cooler for beverages). When meals are served to Performers, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by the Producer until the Performers are given the opportunity to get in line for the actual feeding of Performers.

"Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to Performers by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the Performer's wages but may be deducted from the per diem allowances specified herein.

14. STORY, SONG, AND PRODUCTION CONFERENCES

Story, song, and production conferences on any day on which the Performer is not otherwise working shall not be counted as work time for any purpose. This provision shall not be construed to interrupt the consecutive employment of a Performer.

15. STUDY OF LINES OR SCRIPTS

Study of lines or scripts shall not be counted as work time for any purpose except during the period between reporting and dismissal.

16. PUBLICITY INTERVIEWS AND STILLS

- A. Publicity Interviews: Time spent by the Performer in publicity interviews whether on a day the Performer works or otherwise, shall not be counted as work time for any purpose, but the performer shall be under no obligation to report for such interviews on days other than work days.
- B. Publicity Stills: If the Producer desires the services of the Performer on a day when the Performer is not otherwise engaged hereunder to make publicity stills, and if the Performer agrees to render such services, Performer shall receive fifty percent (50%) of the Day Performer rate for up to four (4) hours of services. Any time in excess of four (4) hours for any day spent solely in taking publicity stills shall require payment of the Day Performer minimum. Use of such stills is strictly limited to publicity of the Day Performer minimum. Use of such still is strictly limited to publicity of the Interactive Program itself and not for general client brochures, magazine ads, etc., which are unrelated to the Interactive program produced in which the Performer appears.

17. REHEARSAL TIME

- A. The reading of lines, acting, singing or dancing in preparation for the Performer's performance, in the presence and under the supervision of a representative of Producer, constitutes "rehearsal" time. Rehearsals shall be counted as work time.
- B. Auditions, tests, makeup, and wardrobe tests do not constitute rehearsals.
- C. The Guild agrees to grant waivers freely for the training of a Performer in a particular skill such as horseback riding, fencing, etc.. Compensation, if any, shall be agreed to between the Performer and the Producer, subject to the approval of the Guild in the event of a dispute.
- D. Neither tests, auditions, fittings, publicity stills, pre-production stills, pre-recording of Material prior to Principal Photography, nor training specified in Subsection C, above, after engagement but before the starting date of the Performer's employment, shall start the employment period of such Performer. Compensation, if any, for such services shall be as otherwise provided herein.

18. START DATES

- A. The phrase "on or about" as used in a Weekly or Three-Day Performer's contracts, shall allow a latitude of twenty-four (24) hours (exclusive of Saturdays, Sundays, and holidays) either prior to or after the date specified in the contract for the commencement of a Performer's services.
- B. The "on or about clause" may be used for Three-Day or Weekly Performers but only if a contract is delivered to the Performers at least seven (7) days before the starting date of services. If a contract is delivered to a Performer(s) less than seven (7) days before the specified starting date, a definite starting date must be specified and the "on or about" clause shall not be used.
- C. If a Performer is engaged and a firm start date has not yet been provided to the Performer by the Producer, Performer may terminate such engagement to accept bona fide employment as a professional actor from a third party which conflicts with the date of services of Producer's contract, subject however, to the Performer first giving Producer the following minimum periods during which Producer may specify a start date which then becomes binding: (i) if the Performer informs Producer before noon of a business day, and Producer informs Performer of a start date by the end of the same day; or (ii) if Performer informs Producer at any other time, if Producer informs Performer of a start date by noon of the next business day.

19. DELIVERY OF CONTRACTS; COMPLETION OF FORMS

- A. Producer shall give Performer a copy of a contract for services hereunder not later than the first day of Performer's employment. The present rule that a performer may not be required to sign contracts on the set shall continue. Delivery to a Performer's agent constitutes delivery to the Performer.
- B. Where Producer chooses to deliver a copy of a contract directly to the Performer on the set, an extra copy for retention by the Performer shall be provided.
- C. Any and all forms required by any governmental authority to complete employment and payment (such as I-9 forms to confirm eligibility to work in the United States and W-4 forms required by the Internal Revenue Service) shall be presented to Performer no later than the first day of employment. Such forms shall be available on every set and it shall be the Performer's responsibility to return complete forms to Producer in a timely manner. A

Producer shall not be required to make retroactive adjustments to withholdings when a Performer fails to return such forms in a timely fashion

20. SATURDAY AND SUNDAY WORK; NIGHT WORK; HOLIDAYS

- A. All on-camera Performers shall receive double time for the sixth and seventh day of work in a work week (except with respect to overnight locations, as specified in Subsection D., below). Voice-Over Performers shall receive double time for Saturday and Sunday work, regardless of the length of the work week.
- B. Any Performer required to work at night in New York City and not dismissed by 9:30 p.m. will be provided transportation by Producer to Grand Central Station, Penn Station, or the Port Authority Bus Terminal, unless the place of dismissal is within a zone bordered by 34th Street on the south, 59th Street on the north, and Third and Eight Avenues of the east and west, respectively.
- C. Performers shall receive Overtime for work on any of the following holidays: New Year's Day; Dr. Martin Luther King, Jr's Birthday; Washington's Birthday (President's Day); Memorial Day; July 4th; Labor Day; Thanksgiving Day; or Christmas. A Performers shall be paid for a holiday which is not worked only if a Performer is required to spend any such holiday on an overnight location. The amount of overtime paid on such holidays shall be the same rate as for the first eight (8) hours of work times two (2) (double-time of regular workday pay). There shall be no compounding of the premium pay provided herein.
- D. A work week rendered on "overnight location", as defined herein, shall be deemed to be a workweek consisting of six (6) overnight location days or six (6) days of any combination of studio and overnight location days, which combination includes a sixth day overnight location day. An "overnight location" day shall be deemed to mean any day on which a Performer is being paid by Producer which is spent or worked by Performer on an overnight location on the day of departure or return to and/or from such location (provided the performer does not actually work otherwise for Producer at its studio).

On an overnight location, the on-camera Performer rate is based on a six (6) day, forty-four (44) hour workweek at not less than \$2,652.00 (\$2,731.00 as of 1/1/06; \$2,813.00 as of 1/1/07 and \$2,897.00 as of 1/1/08) instead of a five (5) day, forty (40) hour week at not less than \$2,411.00 (\$2,483.00 as of 1/1/06, \$2,557.00 as of 1/1/07 and \$2,634.00 as of 1/1/08). Daily Overtime is paid after eight (8) hours at rates not less than the following:

7/29/05 until 12/31/05
9th & 10th hour $\$2,411.00 / 40 \times 1.5 = \$90.41 / \text{hour}$
11th hour on $\$2,411.00 / 40 \times 2.0 = \$120.55 / \text{hour}$

Total work time over the forty-four (44) hour workweek is to be paid at not less than \$90.41 (\$2,411.00 / 40 x 1.5.)

1/1/06 until 12/31/06
9th & 10th hour $\$2,483.00 / 40 \times 1.5 = \$93.11 / \text{hour}$
11th hour on $\$2,483.00 / 40 \times 2.0 = \$124.15 / \text{hour}$

Total work time over the forty-four (44) hour workweek is to be paid at not less than \$93.11 (\$2,483.00 / 40 x 1.5.)

1/1/07 until 12/31/07
9th & 10th hour \$2,557.00 / 40 x 1.5 = \$95.89 / hour
11th hour on \$2,557.00 / 40 x 2.0 = \$127.85 / hour

Total work time over the forty-four (44) hour workweek is to be paid at not less than \$95.89 (\$2,557.00 / 40 x 1.5.)

1/1/08 until 12/31/08
9th & 10th hour \$2,634.00 / 40 x 1.5 = \$98.78 / hour
11th hour on \$2,634.00 / 40 x 2.0 = \$131.70 / hour

Total work time over the forty-four (44) hour workweek is to be paid at not less than \$98.78 (\$2,634.00 / 40 x 1.5.)

- E. The salary ceilings specified in Subsection 6.B. of this Article II, above shall be applicable to the provision of this Section 20.

21. WEATHER PERMITTING CALLS/DAY PERFORMERS ONLY

Weather permitting calls are allowable for Day Performers subject to the following limitations and conditions.

- A. Weather permitting calls shall not be issued for stages in studios.
- B. A day Performer receiving two (2) times Scale per day or less shall be paid a half-day's compensation upon the cancellation of any weather permitting call. This sum shall entitle the Producer to hold the Day Performer for a time period not exceeding four (4) hours. The Day performer shall receive a half-day's compensation for each additional four (4) hours, or portion thereof, during which he/she is held by the Producer. During this waiting period the producer has the privilege of putting Day Performers into costumes, rehearsing, or making other use of their services. If, however, any recording or photography is done by Producer, whether still pictures or otherwise, the Day Performer shall be paid the agreed daily wage.
- C. A Day Performer may only be issued a weather-permitting call once per production.
- D. At the time of acceptance by a Day Performer of a weather permitting call, the Day Performer shall advise Producer of any possible conflict for immediate subsequent days.

22. SCRIPT LINES; UPGRADE OF BACKGROUND ACTORS (NON-SCRIPTED LINES ONLY)

- A. The Producer agrees that all scripted parts shall be played by Performers hired directly as such, and not by Background Actors adjusted on the set, except where a performer has been hired to play the part and for any reason is unavailable or unable to portray the part properly. Except as provided in the foregoing sentence, no Background Actor hired as such may be employed for script lines on location; and no Background Actor hired as such may be employed for script lines for work at the studio on the same day as the day on which he/she was hired as a Background Actor. "Non-scripted" lines are defined as lines which are not pre-planned or preconceived and which are not deliberately omitted for the purpose of evading these provisions.

- B. A Background Actor hired as such may speak non-scripted lines. In such cases the Background Actor shall be signed off as a Background Actor and employed as a Day Performer and shall receive payment as a Day Performer from the beginning of such day. The Performer so adjusted may be signed off as a Day Performer and be re-employed in the same Program to perform Background Actor work but not in the same part for which he/she was adjusted. If such person is again adjusted to perform Day Performer services in the different role in the same Interactive Program, he/she shall not be entitled to consecutive days of employment between the time when he/she is first signed off as a Day Performer and the time when he/she is again adjusted. If a Background Actor has been adjusted to perform Day Performer work, the Producer may retake the scene with a different Day Performer, without any penalty for failure to recall such Background Actor. A Background Actor adjusted for non-script lines shall not be entitled to the Day Performer pay for any day or days before he/she was adjusted.

The day's compensation due a Performer hired as a Background Actor, whether by the day or by the week, and adjusted for Day Performer work, including services as a Background Actor and as a Day Performer, shall be computed as if the Background Actor were employed from the beginning of the day as a Day Performer.

23. STUNT ADJUSTMENT

Unless otherwise bargained for at the time of the engagement, a Performer not engaged as a stunt Performer shall receive an adjustment of not less than one (1) additional day's pay at Day Performer Scale for any day on which such Performer performs a stunt. In no event shall the Performer ever receive less than Day Performer minimum for any day on which such Performer performs a stunt which was not bargained for at the time of original engagement. Overtime compensation on such day shall be based on the Performer's aggregate compensation for such day.

24. PRE-RECORDINGS; PRE-PRODUCTION STILLS

- A. Pre-recordings, including rehearsals therefore, after confirmation of engagement but before the starting date of such engagement, shall not start the consecutive days of employment of a Performer. Such Performer shall be paid for the day or days on which he/she renders services in connection with pre-recordings at not less than Day Performer minimum, pro-rated for hours actually worked.
- B. Pre-production stills, including rehearsals and preparations therefore, after confirmation of engagement but before the starting date of such engagement, shall not start the consecutive days of employment of Performer. Such Performer shall be paid for day or days on which he/she renders services in connection with pre-production stills at not less than Day Performer minimum, pro-rated for hours actually worked.

25. TOURS AND PERSONAL APPEARANCES

Tours and personal appearances made in connection with employment hereunder shall be in accordance with the following:

- A. Nearby locations: A Performer shall be paid one-half day's pay pro-rata for up to four (4) hours' time. If over four (4) hours of the performer's time is required, the Performer shall be paid a pro-rated day's pay

- B. Overnight locations: A Performer shall be paid a pro-rated day's pay.
- C. When the Performer is required to travel for tours and personal appearances, he/she shall be provided transportation and reasonable expenses.
- D. Producer shall cooperate to see that the Performers receive adequate meal periods and rest periods when on tours and personal appearances.

26. DRESSING ROOMS; MISCELLANEOUS AMENITIES

- A. Producer shall provide clean and accessible dressing rooms and toilet facilities in studios and on locations. Such dressing rooms shall be provided with adequate locks or Producer shall provide facilities for checking normal personal belongings.
- B. Chairs shall be available for all Performers in the dressing rooms, on the stage and on location.
- C. Dressing rooms shall be clean and in good repair and Producer shall designate a person responsible to implement the foregoing. Adequate space and reasonable privacy shall be provided for wardrobe changes for each Performer. Heaters or fans shall be provided as needed in all dressing rooms. In the event compliance with the foregoing is not feasible because of space, physical or legal limitations or locations practicalities, the matter shall be discussed with the Guild. Waivers shall be not unreasonably withheld under such circumstances.

27. FLIGHT INSURANCE

When a performer is requested by Producer to travel by airplane, Producer shall reimburse the Performer up to an additional fee of ten dollars (\$10.00) for flight insurance, if purchase by Performer. When a Producer requests a Performer to fly by non-commercial or non-scheduled carrier, Producer shall obtain a short-term insurance policy for the Performer providing insurance equal to the amount available for ten dollars (\$10.00) on a commercial carrier. Notwithstanding anything to the contrary, the maximum insurance required under this Section 27 shall be the maximum amount reasonably available in the ordinary course of business from an insurance company.

28. EXPENSES

When a Performer is specifically required by the Producer to spend money in connection with services under this Agreement, Producer shall provide an advance for such expenditures. Upon completion of all work and prior to any additional reimbursements, Performer shall submit to Producer an itemized report of expenses incurred at Producer's direction in connection with travel to and from locations, such as cab fares or mileage to and from air terminals and parking. All pertinent receipts and bill shall be attached to the report as substantiation of such expenditures.

Producer shall reimburse Performer for such expenses within two (2) weeks from the date that the Performer presents such substantiation of such expenditures. Producer shall not be obligated to reimburse a Performer for sums beyond the minimum per diem and/or allowances for travel specified in the Agreement without written verification (receipts) in a form accepted pursuant to standard accounting practices.

29. PROTECTION OF PERFORMERS; SPECIAL CONDITIONS

- A. General: Producer shall make all attempts to secure the safety of all Performers engaged hereunder while said Performers are working under the direction and control of Producer, and shall use good faith attempts to comply with any reasonable standards established within the entertainment industry in connection therewith. Producer shall obtain copies of all safety guidelines issued by the Entertainment Labor/Management Safety Committee. Producer shall comply with all Federal, State and local laws with respect to the use of hazardous substances, and all appropriate local fire and safety codes for interviewing, casting, fittings or recording of all materials where the services of Performers are used.
- B. Medical Aid: When hazardous work or stunt work is contemplated, Producer shall have available medical and/or first aid assistance at the studio and on location. First-aid kits shall always be available on studio sets and locations.
- C. Safety Measures: The following precautions shall be taken by producer ensure the safety of the Performer:

1. STUNTS

- a. General: A Performer's consent shall be required prior to performing stunts or stunt-related activity, and shall be limited to the stunt or stunt-related activity for which the consent was given. Where scripted or unscripted stunts or other hazardous activity are required of Performers, an individual qualified by training and/or experience in the planning, setting up and performing the type of stunt involved shall be engaged and present on the set. No Performer shall be requested to perform a stunt without the opportunity for prior consultation with such individual. The foregoing provision shall not apply to a Stunt Performer who is qualified to plan and performance of the stunt in question, when both the planning and performance of the stunt do not involve other Performers.
- b. Explosives: No Performer shall be rigged with any type of explosive charge of any nature whatsoever without the use of a qualified special effects person who is a professional and is duly licensed under any applicable State and Federal laws to handle hazardous Materials, if any.
- c. Driving: When an on-camera Principal Performer is doubled because the level of driving skill requires a professional driver, the driver double shall qualify as a stunt Performer. This would also apply to doubling passengers for the safety of the on-camera Principal Performer. Dust or smoke where a windshield is obscured shall be consider a hazardous driving condition. Driving close to explosives and/or pyrotechnics shall be considered stunt driving.

2. ANIMALS

No Performer shall be requested to work with an animal which a reasonable person would regard as dangerous under the circumstances unless an animal handler or trainer qualified by training and/or experience is present.

3. SMOKE/DUST

All Performers shall be notified prior to the date of hiring if work in artificially or mechanically created smoke is involved. A Performer may refuse to perform in smoke

and will be paid one (1) day's compensation or the Day Performer rate, whichever is greater, if a Performer is not so notified. Producer shall comply with all Federal and State laws and regulations applicable to the use of substances utilized in the creation of smoke. Performers shall be given a fifteen (15) minute break away from the area of smoke or dust during each hour in which he/she is required to work in smoke or dust.

4. SWIMMING

Swimmers shall not be required to go into the water within thirty (30) minutes following a regular meal period.

5. PHYSICAL ELEMENTS

It shall be the responsibility of the Producer to provide Performers the opportunity to utilize physical protection from sunburn, frostbite, and extremes of temperature during work hours usual and customary in the industry.

6. PROPS

Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsals to avoid injury to the Performer.

7. DANCERS

- a. Standard Floors: Floors for Choreographed Dancers must be resilient, flexible and level in accordance with industry standards. Industry standards generally provide for 1" of airspace beneath wood flooring or 3" or 4" of padding under battleship linoleum laid over a concrete or wood-on-concrete floor. Floor surfaces must be clean and free of splinters, wax, nails, etc. Floors should be swept and mopped at least daily with a germ-killing solution.

If Producer requires dancing on surfaces which do not meet the foregoing general standards, such work shall be deemed to be "hazardous work" and shall be subject to all the hazardous work provisions of the Agreement.

- b. Hazardous Work: If Producer requires dancing in inclement weather, out-of-season clothing, or costuming which by virtue of its fit or nature may subject the dancer to physical injury or health hazard, or if Producer requires "wire flying", it shall be deemed to be hazardous work and shall be subject to the "dancer's premium payment" additional pay of sixty-five dollars (\$65.00) per day.
- c. Warm-up Spaces: Adequate space must be provided to permit all dancers to warm-up (perform limbering exercises) thirty (30) minutes prior to dancing.
- d. Breaks: Dancers will have at least ten (10) minutes rest during each hour of actual rehearsal or shooting unless rehearsal or shooting is of a continuous nature. If so, at the choreographer's discretion, dancers may continue until a total of ninety (90) minutes has elapsed after which time a twenty (20) minute break must be called.
- e. Temperature: Stage or rehearsal area temperature for Choreographed Dancers must not fall below seventy five (75) degrees Fahrenheit. Air ventilation (circulation) shall be provided at all times but air conditioning is not acceptable unless strictly regulated to prevent drafts.

- f. Meal Periods: Dancers cannot be required to dance or skate within thirty (30) minutes following a regular meal period. If Producers does not provide meal service and dancers must leave the premises or location to eat, an additional fifteen (15) minutes must be allowed both before and after meal break to permit the dancer to change clothes. Such fifteen (15) minute period may be included in the thirty (30) minute waiting period following a meal.
- g. Emergency Treatment: Producer will use best efforts to have a doctor qualified to treat dancers on call in case of an emergency and will notify the deputy elected by the dancers of the doctor's name and phone number.
- h. Footwear: Footwear provided by the Producer shall be appropriate to the work and shall be clean, properly fitted, braced and rubberized. Any dancer who is directed to and reports with his or her own footwear shall be paid an allowance of ten dollars (\$10.00) per day for each pair of shoes utilized in the performance.

8. SINGERS

Singers shall be given a five (5) minute rest period in each hour of recording.

9. NUDITY

The Producer's representative will notify the Performer (or his/her representative) of any nudity or sex acts expected in the role prior to the first interview or audition (if known at the time). During any production involving nudity or sex scenes, the set shall be closed to all persons having no business in connection with the production. No still photography of nudity or sex acts will be authorized by the Producer to be made without the consent of the Performer. The appearance of a Performer in a nude or sex scene or doubling of a Performer in such a scene shall be conditioned upon his or her prior written consent. If a Performer has agreed to appear in such scenes and then withdraws his/her consent, Producer shall have the right to double, but consent may not be withdrawn as to the film already photographed.

30. TRAVEL

A. Definitions

- 1. "Studio zone(s)" are:
 - a. Los Angeles: Thirty (30) mile radius from the intersection of Beverly Boulevard and La Cienega Boulevard
 - b. New York City: Eight (8) mile radius from Columbus Circle. However, if a Performer is asked to report to a pick up spot, such spot must be within the area between 23rd Street and 59th Street, bounded by the East River and the Hudson River.
 - c. San Francisco: Fifty (50) mile radius mile from the intersection of Powell and Market Streets.
 - d. Phoenix and Tucson: Twenty-five (25) miles from the center of the city.

- e. In all other areas where the Guild has established local offices, the studio zone shall be that zone defined by the contract between the local offices and the Producer therein located. If such zone is not defined, the studio zone shall be subject to negotiation and, upon failure to reach agreement, arbitration.
 - f. The Guild shall promptly notify all local offices and appropriate Producer organizations of any locally agreed-upon studio zones.
2. A "nearby location" is a location beyond the studio zone to which the Performer travels and returns in the same day,
 3. An "overnight location" is a location beyond the studio zone to which the Performer travels but is required to stay overnight
 4. "Travel time" is time spent traveling between the place at which a Performer is required to report for services and the actual location at which such services will be rendered and, if applicable, the time between an overnight location and overnight location housing. Travel time, as defined herein, is work time.
 - a. When Producer provides transportation:
 - (i) all time between call time at the pick-up point and arrival at the shooting site shall be travel time;
 - (ii) all time between the commencement of return travel and arrival at the original pick-up point shall be travel time; and
 - (iii) any time spent waiting for commencement of travel at the end of the work day is travel time.
 - b. When the Performer provides transportation:
 - (i) all time spent in actual travel shall be travel time;
 - (ii) any time intervening between the Performer's arrival and the time of his/her call is not travel time; and
 - (iii) at the end of the work day, return travel time begins when the Performer is dismissed.
- B. A Performer may be asked to report to any site or to Producer's studio within a studio zone without the Producer providing transportation or reimbursement for travel time thereto. When a Performer is asked to report to a site other than within the studio zone, work time shall begin as though the Performer has reported to the Producer's studio or offices within the studio zone and end as though the Performer had returned to the same, and the driver only shall be paid thirty cents (\$.30) per mile
- C. Travel time for Performers shall be computed at straight time in hourly units, with no compounding of payment for travel and work, based on hourly rates of:
- (i) ¼ of the Voice-Over rate for off-camera Performers;
 - (ii) 1/8 of the Day Performer rate;
 - (iii) 1/24 of the Three-Day Performer rate, or
 - (iv) 1/40 of the weekly Performer rate, as appropriate, not to exceed eight (8) hours in any one (1) day.

- D. A Producer may choose not to provide overnight lodging at overnight locations if it is reasonably feasible for Performers to travel to such overnight location within the work day and Producer does not provide overnight lodging to other cast, crew, or personnel in connection with the Program. In such instance, Producer shall provide transportation (or reimbursement mileage) to Performers to such overnight location. If Producer provides air transportation to overnight locations, such transportation may be coach, provided no other cast, crew or production personnel fly any other class, and bus and railroad transportation is acceptable if no other means is available or feasible under the circumstances. If a performer is required to drive his/her own car to a nearby or overnight location, he/she shall receive thirty cents (\$.30) per mile. Should a Performer elect to use any form of transportation other than that provided by the Producer, he/she shall be reimbursed at an amount equivalent to what the Producer would have paid for hours spent if the Performer had used the Producer's transportation.
- E. A Performer shall be dismissed at the place at which he/she reported to work, not at a subsequent location.
- F. Nothing in this Section shall be deemed to break the consecutive employment of the Performer.
- G. Reasonable meal periods shall be given during traveling and allowable meal periods of not less than one-half (½) hour nor more than one (1) hour each shall be deducted from travel time.

31. MINORS

- A. Recognizing the special situation that arises when minor children are employed, the parties hereto have formulated the following guidelines to ensure that the work environment is a proper one for the minor: that the conditions of employment are not detrimental to the health, education and morals of the minor, "morals" being defined as set forth in the penal code of the applicable state of employment; and that the best interest of the minor be the primary consideration of the parent and the adults in charge of the production, with due regard to the age of the minor.
- B. A "minor" is: any Performer under the age of eighteen (18) years or legal age of majority in the state in which services are performed, except that it shall not include any such Performer if the Performer is legally emancipated, legally married, or a member of the United States armed forces.
- C. A "parent" is a parent or other adult who has the legal right to act as guardian of the child. A guardian, who shall be not less than the age of majority in the state in which the services are rendered, may be appointed by the parent to fulfill the supervisory functions of the parent required by this Agreement, provided that: (i) Producer is provided with written certification of such appointment by the parent; and (ii) such appointment confers legal authority of the parent to such guardian. In such instance where a parent has appointed a guardian to supervise the child's services hereunder, the term "parent" shall be deemed to include such guardian.
- D. Interviews, Tests and Fittings: Calls for interviews, tests and fittings for minor shall not take place at any time during which the minor would otherwise be attending school, and shall be completed prior to 7:00 p.m. Two (2) adults shall be present at all times during any such sessions, and the minor shall not be removed from the reasonable, immediate proximity of the parent. Casting directors or other representatives of the Producer shall make reasonable efforts to safeguard the minor's health, well-being and dignity during these sessions and shall

not engage in any behavior which will embarrass, discredit, disconcert, or otherwise compromise the dignity and mental attitude of the minor.

E. Engagement:

1. Producer shall advise the parent of the minor of the terms and conditions of the employment (studio location, estimated hours, hazardous work, special abilities required, etc.) to the extent that they are known at the time of hiring.
2. Prior to the first date of engagement, the parent shall obtain, complete and submit to the Producer or its representative the appropriate documents required by State and local law related to the employment of a minor.
3. Upon employment of any minor in any areas outside of California, Producer shall notify the Guild local office by telephone where such employment will take place. The Union will acknowledge receipt of this information to Producer in writing.

F. Meals: Whenever Producer supplies meals or other food or beverages to the cast or crew, the same shall be furnished to all minors. Regarding beverages, this provision is applicable only in those situations where Producer supplies beverages to the cast and crew and is not applicable where isolated groups may supply their own beverages (e.g., prop trucks with cooler for beverages). When meals are served to minors, tables and seats shall be made available for them. No time shall be deducted from work time for any meal supplied by producer until the minors are given the opportunity to get in the line for the actual feeding. "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods. The furnishing of snacks, such as hot dogs or hamburgers, to minors by Producer shall not constitute a meal period. Meals supplied by the Producer shall not be deducted from the minors' wage but may be deducted from the per diem.

G. Supervision:

1. A parent must be present at all times while a minor is working, and shall have the right, subject to the production requirements, to be within sight and sound of the minor. The parent shall not interfere with the production or bring other minors not engaged by Producer to the studio or location.
2. A parent will accompany a minor to wardrobe, makeup, hairdressing, and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult Performer or by minors of the opposite sex.
3. No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with the stunt coordinator and parent, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.
4. When a Producer engages a minor, Producer must designate one individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent of the name of such individual.
5. When a minor is require to travel to and from location, the Producer shall provide minor's parent with the same transportation, lodging, meals, mealtimes, and per diem allowance provided to the minor.

6. Whenever Federal, State or local laws so require, a qualified child care person (e.g., LPN, RN or Social Worker) shall be present on the set during the work day.

H. Play Area: Producer will provide a safe and secure place for minors to rest and play.

I. Working Hours: When a minor is at location, the minor must leave location as soon as reasonably possible following the end of his or her working day. Minors' maximum hours of work shall be as outlined below (does not include meal time):

<u>Age of Minor</u>	<u>Maximum Hours Of Work</u>	<u>End of Day</u>
0-5 years	6 hours	7:00 p.m.
6-11 years	8 hours	8:00 p.m./school days 10:00 p.m./non-school days
12-17	8 hours	10:00 p.m./school days 12:00 a.m./non-school days

1. Work Hours and Rest Time:

a. The workday for minors shall begin no earlier than 7:00 a.m. for studio production (6:00 a.m. for location productions) and shall end no later than the time specified above.

b. The maximum work time for a minor shall not exceed that provided by the laws of the state governing his/her employment, but in no event shall work time exceed the maximum hours of work stated above. Work time shall not include mealtime, but shall include a mandatory five (5) minute break for each hour of work.

2. Producer shall make every effort to adjust a minor's call time so that a minor need not spend unnecessary hours waiting on the set.

J. Unusual Physical, Athletic or Acrobatic Ability

1. A minor may be asked to perform unusual physical, athletic and/or acrobatic activity or stunts, provided that the minor and parent represent that the minor is fully capable of performing such activity and the parent grants prior written consent thereto.

2. If the nature of the activity so requires, a person qualified by training and/or experience with respect to the activity involved will be present at the time of production.

3. Producer will supply any equipment needed and/or requested for safety reasons.

K. Child Labor Laws

1. Producer agrees to determine and comply with all applicable child labor laws governing the employment of minors, and, if one is readily available, shall keep a summary of said laws in the production office.
2. Any provisions of this Section 31 which are inconsistent and less restrictive than any other child labor law or regulation in the applicable state or other applicable jurisdiction, shall be deemed modified to comply with such law or regulation.
3. Inconsistent terms: The provisions of this Section 31 shall prevail over any inconsistent and less restrictive terms contained in any other Sections of this Agreement which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such provision.

L. Medical Care

Prior to a minor's first call, Producer shall be provided with the written consent of the minor's parent for medical care in the case of an emergency. However, if the parent refuses to provide such consent because of religious convictions, Producer shall have the right to require written consent for external emergency aid for the child should such need arise.

32. INDEMNIFICATION

- A. Producer shall indemnify and hold the Performer harmless from and against any liability, loss, damages, and costs, including reasonable counsel's fees, by reason of any injury or damages incurred by a third party, including any other member of the cast, production staff, crew or any other person, firm, or corporation, which injury or damages are caused by another Performer's performance (including stunts) which occurs under the direction and control of Producer within the scope of the Performer's employment by Producer. Performer shall immediately notify Producer of any such pending or threatened legal action and the Producer shall, at its own cost and expense and without undue delay, provide the defense thereof. Performer shall cooperate with Producer as requested by Producer in the defense of any such action. No settlement shall be effected with respect to any such action by Performer without the express consent of Producer.
- B. A stunt coordinator engaged pursuant to this Agreement who is acting within the scope of employment shall be entitled to indemnification in the same manner and to the same extent as specified in Subsection 32.A above, if said stunt coordinator was directly employed by Producer.
- C. Nothing contained herein shall be deemed to confer greater liability on Producer than that which may be conferred by law, regulation, or statute.

33. CAST CREDITS

Producer agrees to include names of principal Performers in the credits listed in game software only, provided that an inadvertent failure to do so will not be deemed to be a violation of the agreement. Producers agree to provide credits to an industry web site identified by the Industry Cooperative Committee as an appropriate industry website and make corrections of inadvertent errors or omissions that appear on the web site. Credits shall be in a color, size and style which is readily readable consistent with industry standards.

34. MISCELLANEOUS

- A. An on-camera Performer who gives an off-camera narration other than as the character portrayed on-camera, shall be paid full additional off-camera wages for such narration.
- B. All employment of Performers in Interactive Programs shall be under one of the forms of hiring specified herein, except to the extent specified in Article I, Section 38.
- C. If any Program includes a union label, the Guild shall have the right to have its label incorporated into the Program.
- D. Producer shall maintain a telephone within a reasonable distance on all locations where practical.
- E. The Producer believes that it has a highly commendable record of protecting animals and of preventing their abuse during production of Interactive Programs, and hereby confirms the commitment to the principle that animals should be humanely treated during the production of Interactive programs. The following constitutes acceptable standards of animal treatment: (i) Producer shall make known throughout its organization its own insistence on the humane treatment of animals; (ii) Producer shall cooperate with the American Humane Association on Programs involving the use of animals when appropriate; and (iii) Producer shall require its production staff to observe adequate safeguards against the cruelty or killing of animals on or off-camera.

35. REST PERIODS

The Producer shall provide voice-over performers who are engaged to work in excess of one (1) hour with a five (5) minute rest period for each hour of recording, provided that a Producer may accommodate a performer's request that the applicable rest periods be aggregated in order to permit earlier dismissal.

36. NOTICE OF SERVICES

At the time an offer of employment is extended to a performer, the Producer will notify the performer or his or her agent of the general nature of the work involved and whether voice-matching or vocally stressful work is contemplated.

37. CLEANLINESS

Consistent with their obligations under law to provide a safe and healthy work environment, to the extent that production facilities or equipment utilized by the Producers are within the Producers' control, the Producers will make good faith efforts to ensure the cleanliness of such facilities and equipment.

38. ADMINISTRATION OF AGREEMENT

The parties will establish a joint committee to explore alternatives for promoting the efficient administration of the SAG Interactive Media Agreement.

39. NOTICE TO SAG

The Producer shall notify SAG not less than five (5) days before the first scheduled recording session in connection with a new videogame or interactive program, provided as follows: In recognition of the fact that programs often are highly-confidential and proprietary and that Producers may be subject to confidentiality limitations imposed by customers, the requisite notice may identify the videogame or

program by a fictitious name rather than by its actual name. Upon public disclosure of the videogame or program, the Producer will notify SAG in writing of the actual name of the videogame or program.

*ARTICLE III
WORKING CONDITIONS
BACKGROUND ACTORS*

1. APPLICATION

A. This Article III contains provisions applicable to the working conditions of Background Actors. In addition, the following provisions of Article II shall be also deemed incorporated herein:

- | | |
|-----------------|--|
| 1. Section 5, | "Work Time - Definitions & Exceptions"; |
| 2. Section 6, | "Overtime"; |
| 3. Section 10, | "Fittings, Wardrobe Tests and makeup Test"; |
| 4. Section 11, | "Makeup, Hair dress, Wardrobe Allowance"; |
| 5. Section 12, | "Rest Period; Liquidated Damages for Violation"; |
| 6. Section 13, | "Meal Periods; Allowances; Liquidated Damages"; |
| 7. Section 17, | "Rehearsal Time"; |
| 8. Section 19 | "Delivery of Contracts; Completion of Forms"; |
| 9. Section 20 | "Saturday and Sunday Work; Night Work; Holiday"; |
| 10. Section 22 | "Script Lines, Upgrade of Background Actors
(Non-Scripted Lines Only)"; |
| 11. Section 26, | "Dressing Rooms; Miscellaneous Amenities"; |
| 12. Section 29, | "Protection of Performers; Special Conditions"; |
| 13. Section 30, | "Travel"; |
| 14. Section 31, | "Minors". |

B. In the event of a conflict between the provisions of Article II applicable to Background Actors by this reference and the provisions of this article III, the provisions of Article III shall govern.

2. INSERTS

A. Background Actors notified in advance may do inserts for a single Interactive Program for the same day's pay. Background Actors notified in advance and specifically called to do inserts in two (2) or more Programs in the same day, may do up to and including five (5) such inserts for the same day's pay, but shall be paid an additional day's pay for each five (5) additional inserts thereafter (or fraction thereof). For example, if he/she does a total of seven (7) such inserts in one day, he/she would be entitled to two (2) days' pay. If he/she does a total of fifteen (15) such inserts in one day, he/she would be entitled to three (3) days' pay.

B. Background Actors notified in advance may do wardrobe tests for more than one Program for the same day's pay.

C. No Background Actor shall be permitted to perform any work for more than one Program for the same day's pay, including Overtime, except for: inserts; wardrobe tests; work for different Platforms of the same Program.

3. WAIVERS

- A. If a Producer request a waiver affecting Background Actors, the Guild will issue the waiver without the imposition of any conditions if it believes that the Producer is entitled thereto. In the absence of misstatement or concealment of the facts the waiver will be final. If the Guild believes that the Producer is not entitled to such final waiver, it shall issue a reviewable waiver (which is equivalent to a refusal of a waiver), or it may issue a conditional waiver wherein it will designate the conditions upon which it is willing to have the Producer proceed. Producer may either accept such conditions or refuse to accept the same.
- B. If a conditional waiver is issued and the Producer rejects the conditions thereof, or if the Guild issues a reviewable waiver, the Producer may nevertheless proceed as though a final waiver had been issued. If the Producer proceeds without first obtaining a final waiver or without complying with the conditional waiver, it shall notify the Guild in writing to that effect within a reasonable time thereafter.
- C. Either party shall have the right to invoke the arbitration procedure as provided in Article I, Section 37, to resolve any dispute regarding waivers.
- D. All waivers shall be requested as far in advance as reasonably possible and shall be acted upon promptly by the Guild. If the Guild fails to do so, the Producer may proceed as though the Guild had issued a reviewable waiver, by so notifying the Guild in writing.
- E. The application for a waiver by any Producer shall not be deemed an admission that the Producer cannot proceed without obtaining such waiver, nor shall the issuance by the Guild of a waiver be an admission that the Producer is entitled to such a waiver.

4. HAZARDOUS WORK

- A. When Background Actors are required to do night work, "wet" work, or work of a rough or dangerous character, the Producer shall notify the Background Actors at the time of the call. When a Background Actor is not so notified, he/she shall be given the option of refusing to perform the work. If he/she refuses, he/she must be paid for all time elapsed from the time he/she is called until he/she is dismissed or one half (1/2) day's pay, whatever is greater. Such refusal shall not result in discrimination against such Background Actor.
- B. Background Actors who are hired at Scale, and who thereafter accept hazardous work, shall be entitled to additional compensation. The amount of additional compensation shall be agreed to between the Background Actor and the Producer, or the Producer's representative, prior to the performance of such work.
- C. The Producer will not deliberately hire anyone but Qualified Professional Background Actors to perform hazardous Background Actor work in accordance with this agreement. No stunt person hired as such may be employed for Background Actor work on location except for bona fide emergencies not within the contemplation of the Producer. No stunt person hired as such may be employed for Background Actor work at the studio on the day he/she was employed as a stunt person on the same production. Upon a written request from the Guild, the Producer will submit a report to the Guild indicating whether any stunt persons have been employed on a particular Program. Upon the written request of the Guild, the Producer will also furnish a copy of the script involved and make a tape available to the Guild for viewing.
- D. For violation of this Section 4, the following Liquidated Damages shall apply per person per day: \$215.00 for the first violation; \$350.00 for the second and each succeeding violation.

These Liquidated Damages shall not apply if there is a bona fide dispute as to whether the work is "Background Actor work" or "Stunt work."

5. WET, SNOW AND SMOKE WORK

A Background Actor required to get wet, or to work in snow or in smoke shall receive additional compensation of \$14.00 per day. A Background Actor not notified at the time of booking that wet, snow or smoke work was required may refuse to perform in wet, snow or smoke and, if so, shall receive one half day's pay or the actual hours worked, whichever is greater.

6. BODY MAKEUP, SKULL CAP, HAIR GOODS

A Background Actor who is directed to and does have body makeup or oil applied to more than fifty percent (50%) of his/her body and/or who is required to and does wear a rubber skull cap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as full beards, mutton chops or a combination of goatee and mustache) and/or who, at the time of his/her employment, is required to and does wear his/her own natural full-grown beard as a condition of employment, shall be entitled to additional compensation of eighteen dollars (\$18.00) per day.

It is also understood and agreed that any female Background Actor required to have body makeup applied to her arms, shoulders and chest while wearing a self-furnished low-cut gown, and any Background Actor, male or female, required to have body makeup applied to his or her full arms and legs shall be entitled to such additional compensation therefor.

7. INTERVIEWS

- A. Background Actors reporting for an interview shall receive an allowance for the first two (2) hours of the interview in the amount of five dollars (\$5.00). For additional time of the interview, Background Actors shall be paid in units of two (2) hours at the specified regular hourly rate for the call being filled. If, within any period of interview time, any recording or photography, still or otherwise, is done for use in any production, Background Actors shall be paid the agreed daily wage; except that still pictures to be used exclusively for identification of the Background Actor or wardrobe may be taken by Producer without making such payment.
- B. Upon completion of the interview the Background Actor shall be notified whether or not he/she has been selected, and he/she shall be advised as to the daily or weekly rate of compensation to be paid. If the Background Actor is not used in the production for which he/she was selected, he/she shall be paid the agreed wage (one (1) day or one (1) week) unless the Background Actor is not available when called, in which event he/she shall not be entitled to any payment.
- C. The Producer agrees to give the Guild written notification within forty-eight (48) hours after the interview, as to persons so selected on interview.
- D. A Background Actor required to report for a second interview for the same job shall be paid not less than two (2) hours pay at the established daily rate.
- E. Background Actors who are required to and do report for an interview in dress clothes shall be paid an additional six dollars (\$6.00) over and above the regular interview allowance.

8. SIXTEEN-HOUR RULE

- A. Background Actors shall not be employed in excess of a total of sixteen (16) hours, including meal periods, travel time and actual time required to turn in wardrobe or property, in any one day of twenty-four (24) hours.
- B. The Liquidated Damages for violation of the foregoing sixteen (16) hour rule shall be one (1) day's pay (at the Background Actor's daily rate including any additional compensation) for each hour, or fraction thereof, of such violation. Such damages shall be paid at straight time, unless the violation occurs on a day for which double-time is provided under Article II, Section 20.A. above.
- C. This provision shall not apply in any case where such violation occurred as a result of circumstances or conditions, other than production considerations or conditions, beyond the control of the Producer with respect to or affecting the return of such Background Actors from location. Where the Liquidated Damage payment is excused the Background Actor shall receive all applicable Overtime. The Guild will not claim any breach of contract resulting from the violation of the sixteen (16) hour rule unless the damages specified above are incurred and not paid.

9. CALL BACKS

- A. A "call back," as the phrase is used herein, means instruction by the Producer to the Background Actor given prior to the dismissal of such Background Actor to return to work on the same Interactive Program.
- B. Producer agrees that call backs for Background Actors shall be made as early as possible on the day prior to that specified in such call back. When given a definite call back, a Background Actor may not be canceled with respect thereto after 4:30 p.m. of that day, except in accordance with the provisions of Sections 10 and 11 of this Article III. Unless the Background Actor has been given a definite "call back" to return the following day by 5:00 p.m. of a particular day of which shooting commences prior to 2:00 p.m., he/she shall be free to seek and accept other employment commitments.
- C. Notwithstanding the foregoing, if the Background Actor is established so that he/she cannot be replaced and the Producer requires his/her services on the following work day by giving him/her a definite call back, the Background Actor shall report pursuant to such call back. A Background Actor, who is given a call back after accepting another employment commitment and who must report pursuant to such call back because he/she has been established and cannot be replaced, will receive the assistance of the Producer giving the call back or its designated casting agency in arranging for him/her to be relieved of such other employment commitment.

10. CANCELLATION OF CALLS

- A. The Producer shall have the right to cancel any call for any of the following reasons beyond his/her control: (1) illness in principal cast; (2) fire, flood or other similar catastrophe or event of force majeure; or (3) governmental regulations or order issued due to a national emergency. In the event of any such cancellation, the Background Actor so canceled shall receive a one-half (½) day's pay, except as provided in Subsections D. and G. below.
- B. The Producer shall be entitled to hold and use such Background Actors for four (4) hours only to the extent herein provided. For each additional two (2) hours or fraction thereof, the Background Actor shall receive a one-quarter (1/4) day's pay.

- C. During the time which the Background Actor is so held, the Producer has the privilege of putting the Background Actor into costume, rehearsing, or making other use of his/her services. If, however, any recordation or photography is done, whether still pictures or otherwise, Background Actors shall be paid the agreed daily wage.
- D. If any Background Actor is notified of such cancellation before 6:00 p.m. of the work day previous to the work date specified in such call, or is otherwise employed on the same work date by the same production Producer at a rate equal to or higher than the rate applicable to such Background Actor as specified in such canceled call, he/she shall not be entitled to such one-half (½) day's pay.
- E. If the Background Actor's second work assignment is for a time to commence less than four (4) hours after the time of his/her canceled call, the Background Actor shall receive in lieu of the one-half (½) day's pay an allowance for the cancellation of the call on a straight time hourly basis, computed in thirty (30) minute units from the time of the first call to the time of his/her second call. Overtime, if any, on the second work assignment is computed without reference to the first call. If the second work assignment is for a time to commence more than four (4) hours after the time of his/her canceled call, the Background Actor shall receive the one-half (½) day's pay. Overtime, if any, shall be computed without reference to the first call.
- F. If a Background Actor has not been notified as contemplated by Subsection D. above, then notice must be posted at the hour designated for the call, stating that the set will not work.
- G. Nothing herein contained shall enlarge the Producer's right to cancel calls.

11. WEATHER PERMITTING CALLS

- A. When scheduled photography is canceled by Producer because of weather conditions, Background Actors reporting pursuant to a "weather permitting" call shall be paid one-half (½) day's pay, which shall entitle the Producer to hold the Background Actor for not more than four (4) hours; the Background Actor shall receive a one-quarter (1/4) day's pay for each additional two (2) hours or fraction thereof, during which he/she is thereafter held.
- B. During this time the Producer may costume, rehearse or otherwise use the Background Actor on the specified photoplay, except for recording or photography still or otherwise, of such Background Actor.
- C. If the Background Actor is used for such recording or photographing, he/she shall receive a day's pay.
- D. The Background Actor may cancel a weather permitting call previously accepted by notifying the agency which issued the call prior to 7:30 p.m. or the closing time of such agency, whichever is earlier, unless he/she has been established in the picture.
- E. Weather permitting calls shall not be issued for stages in studios, nor shall a weather permitting call back be issued to any Background Actor after he/she has been established.
- F. When a weather permitting call is given, the Producer must specify that the Background Actor is to work: (1) if it is raining; (2) if it is cloudy; or (3) if the sun is shining; provided that if any other special type of weather is a condition precedent to the Background Actor working, the same may be specified, but must be described sufficiently so as to be capable of understanding by an Background Actor

- G. Producer agrees that it will not request the Background Actors to call in the early morning hours of the following day for a possible weather permitting call.

12. UNDIRECTED SCENES

Upon request of Producer, the Guild will grant an automatic and unconditional waiver whereby the Producer may photograph long shots of the normal activities of crowds at public events or crowd scenes. The events must be open to the general public and publicized as such. The crowd so photographed shall appear only as atmospheric background except that Background Actors or photographic doubles may be used if the Producer stages one or more tie-in shots using Qualified Professional Performers and/or Background Actors in connection with such tie-in scenes.

13. OMNIES

Any Background Actor who speaks atmospheric words, commonly known in the industry as "omnies," shall be entitled to the basic wage for the particular call.

14. HIRING PRACTICES

- A. No Background Actor shall be employed on account of personal favoritism.
- B. Rotation of work shall be established to such reasonable degree as may be possible and practicable.
- C. No person having authority from the Producer to hire, employ or direct the services of Background Actors shall demand or accept any fee, gift, or other remuneration in consideration of hiring or employing any person to perform work or services as a Background Actor, or permitting such person to continue in said employment.