



2013 GEORGIA REGIONAL COMMERCIALS CONTRACT

SECTION I - SIGNATORY STATUS

It is understood and agreed that any and all signatories to this Georgia Regional Contract shall also be bound to all the terms and conditions of the 2013 SAG-AFTRA Commercials Contract and/or the 2013 SAG-AFTRA Radio Recorded Commercials Contract (hereafter, "Commercials Contract(s)"). It is further understood that all terms and conditions of the aforementioned Commercials Contract(s) shall apply except for those specifically modified and expressed in this 2013 Georgia Regional Contract.

SECTION II - JURISDICTION

The Georgia Regional Contract shall apply to commercials produced within and limited to use within any or all of the following states: Alabama, Georgia, Mississippi, North Carolina and South Carolina

SECTION III - EFFECTIVE DATE

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

SECTION IV - TERM OF AGREEMENT

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

SECTION V - GEORGIA REGIONAL RATES

- A. All session fees and use fees shall be computed at 87% of the minimum session and use fees specified in the applicable 2013 SAG-AFTRA Commercials Contract, or the 2013 SAG-AFTRA Radio Recorded Commercials Contract.
- B. Public Service Announcements (PSA), 87% of the 2013 SAG-AFTRA Commercials Contract. All Public Service Announcements subject to the provisions of the national contract and require prior approval from SAG-AFTRA. Radio PSA's shall be at 87% of double national session.

SECTION VI - SHORT TERM USE & REINSTATEMENT

The following shall apply to commercial(s) first utilized within four (4) weeks of the first date of employment (session) and is limited to:

- A. Use on any 28 days within a 28 consecutive day period at 80% of the Georgia Regional Contract, 13-week rate.
- B. Use on any 7 days within a 7 consecutive day period at 75% of the Georgia Regional Contract, 13-week rate.
- C. Use on any 3 days within a 3 consecutive day period at 70% of the Georgia Regional Contract, 13-week rate.
- D. On-camera session time is limited to eight (8) hours
- E. Short Term Use must be indicated at time of hiring or provisions do not apply.
- F. TV Reinstatement - Commercials which were first used in any SHORT TERM CYCLE may be reinstated within fourteen months of session date, provided permission of performer or performer's representative is obtained and upon payment of two session fees, one of which may be credited against use. Radio Reinstatement - Commercials which were first used in any SHORT TERM CYCLE may be automatically reinstated within fourteen months of

session date for a single payment of a session plus use at the 13-week rate. Can only be automatically reinstated once. Beyond once must obtain permission of performer.

SECTION VII - LONG TERM USE

Commercials may be used for a period of one (1) year from the first date of employment for:

- A. Television – Three (3) times the applicable 13-week Georgia Regional rate to be pre-paid.
- B. Radio – Three (3) times the applicable 13-week Georgia Regional rate to be pre-paid.
 - 1) Notification of Long Term Use must be specified prior to the session
 - 2) If Long Term Use is requested within thirty (30) days after the session, performer or performer's representative's written permission must be obtained and a copy of same delivered to the SAG-AFTRA office.
 - 3) A second year of Long Term Use may be acquired with written permission from the performer or performer's representative.

SECTION VIII- Exclusivity

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries within Alabama, Georgia, Mississippi, North Carolina and South Carolina. Exclusivity does not apply to radio commercials.

SECTION IX- PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS

With respect to commercials produced within the scope of the 2013 SAG-AFTRA Commercials Contract, Producer shall make appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, the Industry Advancement and Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 47 of the 2013 SAG-AFTRA Commercials Contract. With respect to commercials produced within the scope of 2013 SAG-AFTRA Radio Recorded Commercials Contract, Producer shall make appropriate contributions to the AFTRA Health and Retirement Funds, the AFTRA Industry Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 66 of the 2013 SAG-AFTRA Radio Recorded Commercials Contract.

SECTION X- REGIONAL DEALER COMMERCIALS

75% of applicable national contract rates shall apply. Refer to the appropriate section of the national contract for definitions and rates.

SECTION XI- SATURDAY, SUNDAY AND HOLIDAY WORK

- A. Saturday - Time and a half
- B. Sunday and Holiday - Double time
- C. If Saturday or Sunday is due to difficulty of access in securing a required location, contact the SAG-AFTRA office prior to production.

SECTION XII - HAND MODELS AND EXTRAS

- A. Unlimited use
 - 1) Hand Model 80% of National Contract
 - 2) Extra 80% of National Contract

SECTION XIII - TIME OF PAYMENT

Payment is due thirty (30) days from the date of first employment for session and use is due thirty (30) days from first air date.

SECTION XIV - REGIONAL BASIC CABLE

Regional basic cable is cable which has no subscribers outside the area of jurisdiction of the Georgia Regional Contract.

- A. Cable transmission of broadcast commercials - 75% of national contract
- B. Made for Cable Only - 75% of national contract
- C. For commercials utilized on cable systems only- holding fees and exclusivity are applicable

SECTION XV- TRAVEL PROVISIONS

Travel within the 5 state regions may be coach class. Travel shall be subject to all terms and conditions of the National SAG-AFTRA contracts, with the exception of the following

- A. TRAVEL TO LOCATION

1. A day no services are rendered by a performer
 - Travel before 12:00 noon - full session fee
 - Travel between 12:00 noon and 6:00 PM - 1/2 session fee
 - Travel after 6 PM - hourly rate or fraction thereof
- B. TRAVEL FROM LOCATION
 1. A day no services are rendered - full session fee