



SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS AGREEMENT (ONE PRODUCTION ONLY) DEMONSTRATION VOCAL PERFORMANCE

The undersigned Producer acknowledges receipt of notification regarding the establishment of special terms and conditions applicable to the employment of singers to perform in a demonstration vocal performance ("demo").

In the interest of promoting stability in the industry and to maintain harmonious relationships with SAG-AFTRA and its members, the undersigned Producer hereby becomes party to and agrees to abide by and conform to the terms and conditions of the special terms and conditions for "demo" recordings presently referred to as

(Identify Demo Theatrical/Television Title)

alone and that execution of this Agreement does not bind the Producer with respect to any other project, whether previously produced, currently in production or to be produced.

The special terms and conditions applicable to a "demo" are set forth below:

Definition

"Demonstration Vocal Performance (Demo)" refers to:

1. the off-camera recording of a song on speculation for consideration for use in a theatrical or television film. The employer may be a signatory producer or a composer who is submitting a song for consideration either on speculation or under a commission by the production company, or,
2. the off-camera recording of a song for demonstration or instruction purposes to teach or coach performers so that such performers may learn the song for inclusion in a theatrical or television film.

Minimum Compensation:

The minimum compensation payable to a singer for performance in a demo shall be 50% of the applicable minimum compensation set forth in Schedule G-I of the applicable current Basic Agreement or Section 2A of the current Television Agreement and Section 2A(2) of Exhibit A of such Television Agreement.

The applicable minimum compensation as described herein means all compensation payable for the services including base salary, overtime, and compensation for multi-tracking/sweetening and contractors fee.

The length of a session for a Demo shall not exceed two (2) hours.

Payment of such compensation grants no rights to the Producer to utilize musical soundtracks recorded hereunder in any production. In the event, that any such musical track is used in a theatrical or television production, Producer shall pay singers an additional 100% of the full compensation which would have been payable pursuant to the applicable Agreement, and shall thereafter be obligated for the payment of residual compensation and all other payments required under the applicable Agreement for exploitation of the musical track or the production on the same basis as would have been applicable had the recording been performed at full terms and conditions. The additional payment of 100% due upon initial use of the recording is to be paid within thirty (30) days of the initial use.

Notice of Use of Recording

The Producer or its designee (e.g., subcontracting entity) must provide written notification to the singers and to SAG-AFTRA that the recording is being used.

Obligation of Independent Music Producer

It shall be the obligation of the Independent Music Producer, upon the licensing or sale of a song recorded hereunder, to obtain from the Producer to whom the song is licensed or sold, a signed assumption agreement whereby such Producer agrees to meet all of the obligations to the performers, to SAG-AFTRA and to the Screen Actors Guild-Producers Pension and Health Plans which attach to the use of the song in a theatrical or television motion picture.

Application of Basic Agreement

Except as otherwise herein expressly provided, all terms and conditions of the applicable Basic Agreement and the applicable Television Agreement, as amended, supplemented or codified, shall apply to this Agreement.

IN WITNESS HEREOF, the parties have each executed this Agreement.

Accepted and Agreed:

SAG-AFTRA

Producer

By _____

By _____
Print Name and Title

Date _____

Signature

Address

City, State and Zip Code

Date _____