



TRANSFER OF RIGHTS – ASSUMPTION AGREEMENT

A. Upon the sale, transfer, assignment or other disposition by Producer of any program produced by it hereunder, the Producer shall not be responsible to the Union or any Union 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 transferee, if the Union approves the financial responsibility of such transferee in writing and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

SAG-AFTRA

Corporate/Educational and Non-Broadcast Transfer of Rights – Assumption Agreement

TRANSFEROR:

TRANSFEE:

(Company Name)

(Address)

(City, State, Zip)

(Company Name)

(Address)

(City, State, Zip)

This agreement is effective _____

Transferee hereby agrees with Transferor that all programs covered by this agreement (listed below*) are subject to the Producers-SAG-AFTRA 2011 Corporate/Educational and Non-Broadcast Contract.

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and its members affected thereby to make all payments of fees as provided in said Contract and all social security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract, with respect to the use of such program and required records and reports. It is expressly understood and agreed that the rights of the 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 Contract and the Union, 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, the Union of each sale, transfer, assignment or other disposition of any program, which is subject to this agreement, within 30 days after the consummation of each sale, etc., and such notice shall specify the name and address of the purchaser, transferee, or assignee, and to deliver to the Union a copy of the agreement with the purchaser, transferee or assignee.

- B. When a producer produces a program hereunder for a client signatory to this agreement or a Letter of Adherence hereto:
1. The client shall guarantee payment of the applicable daily base pay or fee for such program;
 2. The client shall make all payments of fees and otherwise comply with this agreement with respect to such program;
 3. The producer shall not be responsible to the Union or any Union members for any payments of fees or for any breach or violation of this agreement by the client; and
 4. The agreement set forth in paragraph A of this Section 84 need not be obtained.

***PROGRAMS COVERED BY THIS AGREEMENT:**

TITLE AND I.D. NUMBER	PRODUCT	SESSION DATE
_____ <i>(List all other programs on reverse side of this form)</i>		
_____ <i>(Company Name of Transferor)</i>		_____ <i>(Company Name of Transferee)</i>
_____ <i>(Signature of Officer)</i>		_____ <i>(Signature of Officer)</i>
_____ <i>(Print Officer's Name and Title)</i>		_____ <i>(Print Officer's Name and Title)</i>

DATE: _____

DATE: _____

FINANCIAL INFORMATION: (Needed only if Transferee is not signatory to SAG-AFTRA Corporate/Educational and Non-Broadcast Contract)	
Transferee's Bank Name: _____	Branch: _____
Address: _____	Fax: _____
Phone: _____	Acct # _____
Staff Referral _____	

APPROVED FOR SCREEN ACTORS GUILD

BY: _____ DATE: _____