



# SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS AGREEMENT FOR ULTRA LOW BUDGET THEATRICAL MOTION PICTURES

\_\_\_\_\_(hereinafter the "Producer") represents to  
(insert production company name)

Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter "SAG-AFTRA") that the Producer intends to produce a single motion picture of approximately \_\_\_\_\_ minutes running time currently entitled "\_\_\_\_\_" (hereinafter the "Picture"). Producer has further advised SAG-AFTRA that the Picture has a budget of approximately \$\_\_\_\_\_ (excluding deferred amounts) and approximately \$\_\_\_\_\_ (including deferred amounts) and that the intended exhibition of the Picture is limited to the areas described in paragraph 4 below.

Based upon these representations and in reliance thereon, SAG-AFTRA offers Producer the following special terms and conditions for the employment of professional performers (hereinafter the "Agreement"):

## 1. Pictures Covered

This Letter Agreement for Ultra Low-Budget Theatrical Motion Pictures ("Agreement") applies solely to independently conceived and financed live action motion pictures produced entirely in the United States. It is not intended for pictures produced for television broadcast, cable use, video/DVD markets or otherwise produced primarily for commercial exploitation. Animated projects and music videos are also specifically excluded from this Agreement. The determination of whether a specific motion picture qualifies for this Agreement is subject solely to SAG-AFTRA's discretion.

## 2. Budget

The budget for the Picture must not exceed \$250,000 (excluding deferrals). The budget figures include any payment required during production but exclude deferrals and participation. Producer must submit a fully detailed production budget, shooting schedule and shooting script to SAG-AFTRA prior to commencement of principal photography in order to permit verification.

**NOTE:** In no event must the budget including deferrals exceed \$625,000. All deferrals must be reported to SAG-AFTRA with the budget figures.

Within four (4) weeks of completion of principal photography, Producer must submit to SAG-AFTRA a detailed report of actual expenditures and other relevant materials SAG-AFTRA may require showing actual cost of the Picture to date. In the event the actual production costs exceed the limits stated above, Producer must pay to professional performers or to SAG-AFTRA for the benefit of the professional performers, any additional sums necessary to bring the compensation of the professional performers into full and complete compliance with the minimum rates, terms and conditions specified in the then-current SAG-AFTRA Letter Agreement for Modified Low-Budget or Low Budget Theatrical Motion Pictures as applicable, provided, however, that if the actual costs of Picture exceed the budget limit for such

agreements, the minimum rates, terms and conditions specified in the then-current SAG-AFTRA Agreement for Independent Producers of Theatrical Motion Pictures (hereinafter "Basic Agreement") apply. SAG Pension and Health Plans contributions must also be paid on any such additional amounts.

Producer must also submit to SAG-AFTRA a copy of the final version of the Picture in VHS or DVD format. SAG-AFTRA agrees that it will not copy, display or publicly distribute such copy of the Picture without prior consent of Producer.

### **3. Acceptance as Signatory Producer**

Concurrently with the signing of this Agreement and as a condition thereto, Producer must sign the current SAG-AFTRA Agreement for Independent Producers of Theatrical Motion Pictures ("Basic Agreement"), all the terms of which apply as described above except as hereby modified.

### **4. Exhibition Rights**

Producer has the right to exhibit the Picture theatrically. Should the initial release not be in the theatrical market, the picture will remain a "theatrical motion picture" for all purposes of the Basic Agreement, as modified herein, and will not be reclassified as a "Made for Pay" or "Free Television" motion picture. If the Picture is distributed outside of the theatrical market, residuals will be payable in accordance with General Provisions, Sections 5 and 5.2 and Sideletter 22 of the Basic Agreement.

### **5. Performers Covered**

The terms of this Agreement apply only to professional performers employed as principal performers, singers, dancers, stunt performers, stunt coordinators, body doubles, puppeteers, airplane and helicopter pilots, narrators and announcers. The terms of this Agreement do not apply to background actors or to non-professionals employed for training or experience. Accordingly, Producer is not required to give preference of employment to professional performers in casting roles for this Picture, nor will the Union Security provision of the Basic Agreement be applicable to the employment of non-professionals or qualify a non-professional for membership in SAG-AFTRA. In order to insure the safety of all cast, crew and production personnel, this exception does not apply to the category of "stunt coordinator".

### **6. Minimum Payments to Covered Performers**

The minimum rates for professional performers employed under this contract must be as follows:

All Performers except Stunt Coordinators	\$125 per day
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Stunt Coordinators rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography.

All payments must be made by check issued by a payroll house experienced in the entertainment industry, payable to the order of the individual performer entitled thereto and delivered to SAG-AFTRA on the Thursday following each payroll week.

Each check must be accompanied by a separate written statement indicating dates worked, overtime, adjustments, reimbursements, tax deductions and name and address of the performer's "employer of record". At the discretion of SAG-AFTRA, signed payroll sheets or slips and photocopies of checks sent to the Performers must be delivered instead.

## **7. Consecutive Employment/Availability**

Unless the performer is on an overnight location as defined in Section 10, Producer will not be required to pay professional performers for any days intervening between days on which the professional performer is booked. No professional performer may be required to "hold" any day available unless the professional performer is paid for such day.

Professional performers have the right to accept other professional employment during the course of production, however, the performer will attempt to provide thirty-six (36) hours notice of a conflicting professional engagement.

## **8. Length of Work Day, Meal Periods, Overtime**

The workday for professional performers will be eight (8) consecutive hours, exclusive of time for meal periods. The professional performer's first meal period must be called within six (6) hours from the time of reporting for work. Succeeding meal periods of the same professional performer will be called within six (6) hours after the end of the preceding meal period. Such meal periods must be at least thirty (30) minutes long, but not more than one (1) hour long and the professional performer may not be requested to or required to work during such meal periods. If these meal period rules are violated, the professional performer must receive \$25 in liquidated damages for each half-hour of delay or fraction thereof.

If the professional performer is requested to or required to work beyond eight (8) consecutive hours, Producer must pay the professional performer for each 1/10 of an hour unit, or fraction thereof, an amount equal to time and one-half of the professional performer's pro rata payment for the day.

No work may be scheduled in excess of twelve (12) hours within any 24-hour period. The professional performer may consent to work more than twelve (12) hours in a work day, without SAG-AFTRA's consent, however, Producer must compensate the professional performer at a rate equal to two (2) times the professional performer's negotiated straight time rate or the day performer scale rate under the Letter Agreement for Modified Low-Budget Theatrical Pictures, whichever rate is higher, for any time worked in excess of twelve (12) hours in a day.

The professional performer must receive at least twelve (12) hours rest period between work days. If the rest period requirement is violated, the professional performer must be paid an additional day's pay. Further, the professional performer may refuse to report if given less than ten (10) hours rest period between work days.

## **9. Pension and Health Contributions**

Producer must make a contribution to the SAG-Producers Pension and Health Plans at the applicable percentage rate in the Basic Agreement (17.3% for pictures commencing principal

photography on or after July 1, 2014) of the total compensation earned by all professional performers covered by this Agreement. Such contribution must be paid in weekly installments accompanied by the appropriate Pension and Health or the Health and Retirement Report and filed with the SAG Pension and Health office. Copies of the Pension and Health filed with such contributions must be sent weekly to the SAG-AFTRA office where the Picture was signed.

#### **10. Travel**

- a. The applicable travel provisions of the Basic Agreement are modified as follows: A performer will be deemed to be on an "overnight location" when it is necessary for the performer to remain away from his/her residence overnight for one or more nights. (regardless of the location of the producer's base).
- b. Whenever the performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- c. Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

#### **11. Record Keeping**

Producer must maintain accurate time sheets and employment contracts for all professional performers covered by this Agreement. Copies of all such records must be submitted to SAG-AFTRA on a weekly basis.

#### **12. Financial Security**

For the protection of professional performers, Producer must post with SAG-AFTRA a security deposit in an amount acceptable to SAG-AFTRA. Such deposit must be posted prior to the commencement of travel or rehearsals, if any, or of principal photography.

#### **13. Clips Available to Professional Performers**

Producer must make available (at cost) clips of each professional performer's work in the Picture once principal photography is completed. Such clips must be available in 16mm, 35mm or digital video, provided the professional performer bears the cost for required conversion from one medium to another.

#### **14. Withholding Taxes, Social Security, Unemployment and Disability Insurance**

All compensation paid to professional performers under the terms of this Agreement constitutes wages and is subject to deductions for Income Taxes, Social Security and Disability Insurance. Producer must make the necessary payments, reports and withholding deductions with respect to

such taxes and premiums. Producer must provide Unemployment Insurance coverage for professional performers by making appropriate registration and payments to the State.

**15. Security Interest in Picture**

SAG-AFTRA, at its sole discretion, may require Producer to execute documents necessary to grant SAG-AFTRA a first position security interest in the Picture and related rights to protect professional performers and SAG-AFTRA against any default in the performance of obligations under this Agreement. Producer must provide SAG-AFTRA with all chain of title documents relating to the Picture.

**16. Waiver of 6th Day, 7th Day and Holiday Premiums**

Producer may engage professional performers to perform on the 6th day, 7th day or holidays without payment of the premium rates described in the Basic Agreement. Such work must be at the same rates as are applicable on normal workdays.

**17. SAG-AFTRA Acknowledgement**

The end credits of the Picture must include the following: "Special Thanks to SAG-AFTRA." Producer must also include the SAG-AFTRA logo or union bug in the credits of the Picture. Contact your Business Representative for artwork.

**18. Application of Agreement**

This Agreement applies to the above-designated Picture only. It is understood that the special provisions applicable to Ultra Low-Budget pictures represented by this Agreement are experimental and designed to encourage the employment of Performers in such pictures under fair and equitable terms and conditions. If SAG-AFTRA determines at any time that the continuance of such policy is not in the best interests of Performers, the policy may be changed or terminated with respect to any future production of Ultra Low-Budget pictures.

**19. Successors and Assigns**

This Agreement is binding upon and inures to the benefit of the parties hereto, their respective successors and assigns.

Agreed and Accepted:  
SAG-AFTRA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

For: \_\_\_\_\_  
Production Company

Date: \_\_\_\_\_