



**2016 SCREEN ACTORS GUILD –
AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
LOW BUDGET VIDEO GAME AGREEMENT**

This agreement (“Low Budget Interactive Agreement” or “Agreement”) is entered into between Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”), and _____ (“Employer”) with respect to the Interactive Program tentatively entitled _____.

All terms included in the 2016 SAG-AFTRA Video Game Agreement (“Video Game Agreement”) except as modified below are incorporated herein and set forth the wages, benefits, terms and conditions for Performers working on projects qualifying for the Low Budget Interactive Agreement terms. In the event of any contradictory terms between this Agreement and the Interactive Agreement, this Agreement controls for qualifying projects. Employer acknowledges that it has received a copy of the Interactive Agreement and is familiar with its collective terms.

The Employer agrees to abide by and conform to all wages, benefits, terms and conditions of this Agreement and, as appropriate, on behalf of clients for whom Material for Interactive Media is produced by or through the Employer. Specifically, but not exclusively, the Employer will make all session and supplemental use payments required by the Interactive Agreement; all social security, withholding, unemployment insurance, and disability insurance payments and all other payments required of employers by law with respect to such payments and further that the appropriate contributions will be made to the American Federation of Television and Radio Artists Health and Retirement Funds in accordance with the terms of the this Agreement. In addition, Employer agrees to be bound by the AFTRA Health and Retirement Funds and Declaration of Trust, and abide by and conform to all terms and conditions specified therein, including amendments thereto; and more specifically, Employer hereby appoints the Producer Trustees named therein and/or their successors.

SAG-AFTRA reserves the right to review this executed Agreement to determine if Employer is a bona fide Employer of Material for Interactive Media. SAG-AFTRA reserves the right to reject the signatory status of an employer that is not a legitimate producer of Material for Interactive Media or whose production does not conform to the full terms and conditions set forth in this Agreement.

1. TERM OF AGREEMENT *(Article 1, Section 7)*

The term of this Agreement shall commence upon execution of this Agreement and remain effective until December 31, 2019.

2. PRODUCTION RESTRICTIONS AND DAMAGES *(New Section to Article 1, Section 19)*

New productions will be reviewed and signed on a case-by-case, One Production Only (OPO) basis. Employer loses the right to use all VO / talent assets for productions that exceed the terms, budget or time limits set forth in this Agreement.

3. BUDGET CAP *(New Section to Article 1, Section 19)*

Total Production budget cannot exceed \$250,000. To qualify, Employer agrees to provide detailed production information, budget and financials regarding game and will submit a Final Cost Analysis upon completion.

4. **PRODUCTION TIME LIMIT** *(New section to Article I, Section 19)*
Performer engagements for this Production cannot exceed 6-months.

5. **VOICE OVER COMPENSATION** *(Article 1, Section 19)*
All Voice Over rates set forth are based on the current \$825.50 for 4-hours. However, Employer may utilize an unlimited number of characters on an hourly basis up to 4-hours with a 2-hour minimum.

6. **3-DAY AND 5-DAY ON-CAMERA RATES** *(Article 1, Section 19)*
No 3-day or 5-day On-Camera rates are available.

7. **MOTION / PERFORMANCE CAPTURE AND CYBERSCANNING** *(Article 1, Section 19)*
No Motion / Performance Capture or cyberscanning are allowed under this Agreement. Please note that if you intend to utilize Motion / Performance Capture or Cyberscanning in your production, please contact this office for terms and conditions.

8. **CONTINGENT COMPENSATION** *(New Section to Article I, Section 19)*
Each Performer whose performance is included in the Interactive Program shall be entitled to a Secondary Full Scale Payment for each 500,000 units sold or unique subscribers (when games are not sold by units) up to a total of 4 Secondary Payments.

9. **DOWNLOADABLE CONTENT ('DLC')** *(New section to Article 1, Section 19)*
For game titles designed with continuous additional Downloadable Content ('DLC'), each Performer shall receive an additional 10% of a scale payment for each session worked. This additional payment shall not apply to non-performance DLC content such as basic programming modifications and/or platform variations, additional weapons, clothing option and other non-performance or non-story based updates.

10. **VOCALLY STRESSFUL SESSIONS** *(Article 1, Section 19)*
Sessions that contain vocally stressful work will be no longer than 2 hours and paid at double-scale per hour.

11. **TRAILERS AND/OR PROMOTIONAL PROGRAMS** *(Article 1, Section 18.A)*
Employer 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 of a Promotional Program, between two (2) and twelve (12) minutes in length, 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 of Promotional Program occurs during the Performers 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 an portion of an Interactive Program in a Trailer or Promotional Program where such Trailer or Promotional Program is utilized to promote such Interactive Program.

12. TRANSPARENCY (*Article 2, Section 8.A. and Article 2, Section 11*)

Article 2, Section 8.A. is modified as follows: 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 earliest possible time of prior to booking. Such description shall include the name of the game along with its SAG-AFTRA provided production I.D. number, length of Performer's role, use of unusual terminology, use of profanity, content of a sexual or violent nature, racial slurs, whether memorization is required, whether cue cards or other prompting devices will be used, whether stunts, fighting, or demanding physical action will be required (including a description of the action and the frequency it will be performed), and whether yelling, screaming, accents, singing and or creature noises will be required. Notice of any special equipment must be given at the time of the audition or interview, or if none, at the earliest possible time prior to booking. Such special equipment shall include but is not limited to: Head gear, physical props, any physically applied reference material or motion capture technologies, or the use of any and all cameras.

If call sheets, or the equivalent, are in use by the production, it shall be delivered to the performer the day before they are to perform.

Employer will inform SAG-AFTRA of the final game title at the release of the game.

**EMPLOYER
AGREED AND ACCEPTED**

**SAG-AFTRA
AGREED AND ACCEPTED**

Authorized Signature

Signature

Print Name and Title

Print Name and Title

Company Name

Date

Address, City, State, Zip

Date

E-Mail

Phone