



## Welcome to the 2019 **Central Midwest** Regional Commercials Code

This contract is tailored for regional advertisers to easily hire SAG-AFTRA performers at competitive rates with flexible terms.

### Things you should know about this contract:

**Predictable Rates** – One rate covers session and use fees (See rates on final page).

- **Flexible Use Options** – Rates for 4-weeks, 13-weeks, or 1-year.
- **Multiple Platforms** - Rates include all broadcast and local cable. Internet, new media, and theatrical/industrial can be added for a supplemental use fee.
- **Signatory Options** – One Production Only or even further reductions for Full Term Signatories.
- **Regional Coverage:** Commercials made in Illinois (except metropolitan Chicago), Indiana, Eastern Iowa, and Wisconsin can play in bordering states for no extra cost.

### Made in **Illinois** & Play in:



### Made in **Indiana** & Play in:



### Made in **Wisconsin** & Play in:



Questions? Ready to sign? Contact Sean Hennessy 312-867-2549 or [Sean.Hennessy@sagaftra.org](mailto:Sean.Hennessy@sagaftra.org)

[sagaftra.org/adsgolocal](http://sagaftra.org/adsgolocal)

## **2019 Central Midwest Regional Commercials Code**

### **1. JURISDICTION**

The following rates, terms, and conditions shall apply only to commercials produced within Illinois (except metropolitan Chicago), Indiana, Eastern Iowa, and Wisconsin. Such commercials are expressly limited to use within the particular state where the production occurs, plus any of its bordering states (except California, metropolitan New York City, and metropolitan Chicago, where use under this code is never permitted). Commercials produced under the Central Midwest Regional Commercials Code may neither be made, nor played, within metropolitan Chicago.

### **2. APPLICABLE TERMS AND CONDITIONS**

It is understood and agreed that all terms and conditions of the 2019 SAG-AFTRA Commercials Contract and the 2019 SAG-AFTRA Audio Commercials Contract (collectively, the “Commercials Contracts”) shall apply, except as expressly modified herein.

Notwithstanding any contrary provisions in the Commercials Contracts, the terms and conditions of the Commercials Contracts shall apply to commercials produced outside of the Jurisdiction of the 2019 Central Midwest Regional Commercials Code, herein referred to as “Central Midwest Code”.

In no event shall a Producer be permitted to make use of a commercial outside of the Jurisdiction of the Central Midwest Code. If the Producer breaches this agreement and does make use of a commercial outside of the Central Midwest Code’s Jurisdiction, the Producer as a remedy shall immediately upgrade and pay all performers on the commercial retroactively in accordance with no less than the full rates, terms, and conditions of the Commercials Contracts, without regard to those terms expressly modified herein. Nevertheless, under no circumstance shall such a breach and upgrade authorize the Producer to produce any other commercials outside of the Jurisdiction of the Central Midwest Code.

### **3. EFFECTIVE DATE**

The Central Midwest Code shall be effective for a period commencing with the date of execution by Producer of a letter of adherence 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. The rate, terms, and conditions of the Central Midwest Code shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties.



4. TERM OF AGREEMENT

The expiration date of the Central Midwest Code will coincide with the dates of expiration of the 2019 SAG-AFTRA Commercials Contract and the 2019 SAG-AFTRA Audio Commercials Contract at midnight, March 31, 2022, but shall continue in effect thereafter until terminated by either party upon 60 days' written notice to the other party.

5. PAYMENT & USE

Session Fees:

All minimum session fees shall be computed and paid at 80% of the minimum session specified in the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence to the Central Midwest Code on a One Production Only basis and 70% of the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence for the full term of the Central Midwest Code. Payment of no less than the minimum session fee below for local commercials produced under the Central Midwest Code includes 13 weeks of use. Payment for additional term of use options are noted on the rate sheet. Hand Models, General Extras and Stand-Ins receive no less than the below-listed session rate, which shall cover any and all use of the commercial under the Central Midwest Code. See examples of minimum session fees for key performer categories below.

	<u>One Production Only</u>	<u>Full Term</u>
<b><u>PRINCIPALS</u></b>		
<b>On-Camera Principals</b>	\$570	\$498
<b>Off-Camera Principals</b>	\$428	\$375
<b><u>EXTRAS</u> (Allows Unlimited Use)</b>		
<b>Hand Models</b>	\$315	\$276
<b>General Extras</b>	\$285	\$249
<b>Stand-Ins</b>	\$198	\$174
<b><u>AUDIO COMMERCIALS:</u></b>		
<b>Actor, Announcer</b>	\$253	\$221
<b>P&amp;H/H&amp;R Contribution: 19% (18.5% for JPC Authorizers)</b>		
Rates are rounded to the nearest dollar. For rates covering additional categories, see the attached applicable Rate Sheet.		

Payment of no less than the minimum session fee includes all local broadcast and local cable use within the Jurisdiction of the Central Midwest Code. Extended or unlimited editing rights may be obtained through direct bargaining with the performer or the performer's agent. Local internet and new media use are restricted as per Section 6 below.

Use Payment Options: Producer may acquire the right to use the commercial for periods of 4 weeks, 13 weeks, or 1 year from the date of employment based on the flat rates set forth in the applicable Rate Sheet. The maximum period of use for which a commercial produced under the Central Midwest Code shall be no longer than 1 year following the initial date of employment for the commercial.

Exclusivity rights shall extend to commercials produced under the 2019 Central Midwest Commercials Code only with payment of an additional 50% of the 13-week or 1-year use payment amount. Exclusivity shall apply only to the state within which the commercial is broadcast.

#### 6. INTERNET & NEW MEDIA

The advertiser involved in the commercial must not have more than limited web sales or catalog sales outside of the Jurisdiction of the Central Midwest Code. Producer shall have the right to use a broadcast commercial on the internet, either made for or moved over, for no less than 50% of the 1-year Central Midwest Code cycle rates. Producer shall have the right to utilize an audio commercial on the internet, either made for or moved over, for no less than 50% of the 1 year Central Midwest Code cycle rate for audio commercials.

#### 7. THEATRICAL-INDUSTRIAL EXHIBITION

Should an advertiser desire to use a commercial produced under the Central Midwest Code for theatrical/industrial exhibition, the individual principal performer's contract must reflect performer's consent under Special Provisions. Additional compensation of not less than 30% of the 13-week session fee must be paid. Such payment shall grant Producer theatrical/industrial exhibition for up to one year from the date of employment.

#### 8. EXPANDED TERRITORY OF USE

With notification to the Local and performer consent, Producer may expand the geographical use of the commercial by including one adjoining state beyond what is described in Section 1; Jurisdiction. In no case shall this expanded territory include California and the



metropolitan areas of New York City and Chicago. For each additional state, Producer shall pay an additional 50% of the session fee for the same term.

9. RENEGOTIATION

If one year has expired since the date of employment, Producer must negotiate with the Performer if they wish to extend use.

10. OVERTIME/TRAVEL TIME

Any overtime or travel time payments will be based on the term of the initial session, however, in no case will the payment be based on more than the 13-week rate. Overtime is paid at time and a half for the 9<sup>th</sup> and 10<sup>th</sup> hour and double-time thereafter. At the time of audition, Performer shall be notified of time of filming (day or night).

11. MULTIPLE DAYS WORKED

If a Performer is being engaged at a rate greater than the 13-week rate and there is a second and subsequent day(s) of shooting on the same commercial, the 13-week session rate shall be paid for each of the second and subsequent days.

12. WEEKENDS/HOLIDAYS

No premium payment will be due for work on Saturdays and Sundays. Double time will be due for work on contractually mandated holidays.

13. COVERAGE OF EXTRAS

Producer need only cover up to ten extra performers, in applicable zones, under the terms of the Central Midwest Code.

14. PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS

With respect to commercials produced under the Central Midwest Code, Producer shall make all appropriate pension and health/health and retirement contributions in accordance with Section 47 of the 2019 SAG-AFTRA Commercials Contract and Section 65 of the 2019 SAG-AFTRA Audio Commercials Contract. However, instead of making contributions to



the Screen Actors Guild-Producers Pension Plan and the Screen Actors Guild-Producers Health Plan under Section 47 of the 2019 SAG-AFTRA Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the SAG-Producers Pension Plan. Similarly, instead of making contributions to the AFTRA Health and Retirement Funds under Section 66 of the 2019 SAG-AFTRA Audio Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund.

#### 15. NOTIFICATION

All performers will be notified at the time of audition and engagement that they are being employed under the terms and conditions of the Central Midwest Code.



## 2019 Central Midwest Regional Commercials Code Rate Sheet

NOTE: Additional usage may be purchased according to corresponding rate for the use period. If 1 year has expired since the initial use, Producer must negotiate with the Performer if they wish to extend.

### SESSION & USE

	<u>One Production Only</u>			<u>Term Signatory</u>		
	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>
<b>PRINCIPALS</b>						
On-Camera Principal	\$428	\$570	\$1,140	\$374	\$498	\$996
Off-Camera Principal	\$321	\$428	\$856	\$281	\$375	\$750
On-Camera Group 3-5	\$313	\$417	\$834	\$274	\$365	\$730
Group 6-8	\$277	\$369	\$738	\$242	\$323	\$646
Group 9+	\$229	\$305	\$610	\$200	\$267	\$534
Off-Camera Group 3-5	\$182	\$242	\$484	\$158	\$211	\$422
Group 6-8	\$158	\$210	\$420	\$137	\$183	\$366
Group 9+	\$128	\$171	\$342	\$113	\$150	\$300
On-Camera Tags (2 <sup>nd</sup> – 25 <sup>th</sup> )	\$126	\$168	\$336	\$110	\$147	\$294
Off-Camera Tags (2 <sup>nd</sup> – 25 <sup>th</sup> )	\$95	\$127	\$254	\$83	\$111	\$222
<b>EXTRAS (allows unlimited use)</b>						
Hand Models	\$285			\$249		
General Extras	\$285			\$249		
Stand-Ins	\$285			\$249		

General Extra rates are based on 50% of the 13-week on-camera principal rates in this code. Hand Model and Stand-In rates are based on 80%/70% of the 13-week extras rates in the SAG-AFTRA Commercials Contract.

	<u>One Production Only</u>		<u>Term Signatory</u>	
	<u>13 wk.</u>	<u>1 yr.</u>	<u>13 wk.</u>	<u>1 yr.</u>
<b>AUDIO (radio)</b>				
<b>COMMERCIALS</b>				
Actor/Announcer	\$253	\$506	\$221	\$442
Solo/Duo	\$253	\$506	\$221	\$442
Singer/Speaker	\$186		\$163	
Group 3-5	\$372		\$326	
Group 6-8	\$165		\$144	
Group 9+	\$292		\$128	
Tags	\$105	\$210	\$92	\$184

Rates for use other than 13-weeks are based on the following:

- **4-week use:** Contractual rates based on 75% of the applicable 13-week session fees outlined above.
- **1-year use:** Contractual rates based on two times (2x) the applicable 13-week session fees outlined above.

**P&H/H&R contribution rate is 19% (18.5% for JPC Authorizers)**