



## 2019 PRODUCER'S AGREEMENT WITH SAG-AFTRA FOR TERMS AND CONDITIONS IN THE RECORDING AND USE OF OPERATIONAL RADIO JINGLES

This Commercial Jingles Agreement incorporates by reference all terms and conditions of the 2019 SAG-AFTRA Audio Commercials Contract, ("Commercials Contract"), as may be amended and extended, except and to the extent modified by the following terms and conditions, but only with respect to the production by the undersigned company ("Producer") of station operational non-commercial jingles performed by singers for unlimited use only on the stations for which such jingles are recorded.

Notwithstanding any contrary provisions in the Audio Commercials Contract, the terms and conditions of the Audio Commercials Contract shall not apply to the production of commercials or anything other than such operational non-commercial jingles. This Agreement is applicable only with regard to "employees" of Producer. An individual will be considered to be an "employee" only if Producer supervises the individual's work activities. SAG-AFTRA may, in its sole discretion, reject or revoke the signatory status of Producer if it determines that Producer is not a bona fide producer of operational non-commercial jingles or is not the employer of "employees" covered by this Agreement.

The Producer, signatory hereto, agrees to the following terms and conditions which shall apply to the recording and use of station operational jingles.

1. The following fees are for the recording of station operational non-commercial jingles by singers for unlimited use only on the stations for which such jingles are recorded. No commercial copy or commercial message shall be incorporated within, or attached to, any station operational jingles.
  - (a) Payment shall be on the basis of \$95.40 per singer, per hour for Group Singers of 3 or more, with a two-hour minimum call. Any additional time beyond these minimum hours may be paid on quarter-hour units.
    - (b) The minimum call for each Solo/Duo session shall be \$153.70 for one hour, which shall pay for the first four jingles; a fee of \$37.10 is due for each additional jingle or quarter hour, whichever is greater.
    - (c) If a Group singer is called out of the group to record a Solo/Duo during a group session, or held after the group is released to record a Solo/Duo, the rate shall be an additional \$37.10 for each such recording, or quarter hour segment, whichever is greater.
    - (d) If a Solo/Duo sings on a jingle longer than 90 seconds, each 90-second increment shall be paid as a separate spot.
3. Multiple tracking may be performed under this Agreement at no additional fee.



4. The Producer's payment obligations under Section 66 of the Audio Commercials Contract shall be satisfied by the payment of contribution to the SAG-AFTRA Health Plan in the total amount of 19% of the total gross compensation paid to Performers.
5. The expiration date of this Agreement will coincide with the date of expiration of the 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.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone/Fax Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Federal Tax Identification Number

**SAG-AFTRA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Signer's Name and Title)

Please return signed Agreement to: Commercials/Co-Ed, SAG-AFTRA, 1900 Broadway, 5<sup>th</sup> Floor, New York, NY 10023