



**SCREEN ACTORS GUILD – AMERICAN FEDERATION OF  
TELEVISION AND RADIO ARTISTS  
2019 LOW BUDGET INTERACTIVE AGREEMENT**

This Low Budget Interactive Agreement (“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 currently entitled “ \_\_\_\_\_ ” (the “Interactive Program”).

All terms of the current Interactive Media Agreement (“IMA”), except as modified below, are incorporated herein and set forth the wages, terms and conditions, and benefits for Performers (as defined in the IMA) working on the Interactive Program. In the event of any contradictory terms between this Agreement and the IMA, this Agreement controls for qualifying projects. Employer acknowledges that it has received a copy of the IMA and is familiar with its collective terms.

By signing this Agreement, Employer represents that the Interactive Program is eligible for coverage under this Agreement and that all information in the Preliminary Information Sheet that was submitted for the Interactive Program is true to the best of Employer’s knowledge.

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 the Interactive Program is produced by or through the Employer. Specifically, but not exclusively, the Employer will make all session and supplemental use payments required by the IMA; 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 SAG-AFTRA Health Plan and the AFTRA Retirement Funds (the “Trust Agreements”) in accordance with the terms of the this Agreement. In addition, Employer agrees to be bound by the Trust Agreements, 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 producer of interactive or video game programming. SAG-AFTRA reserves the right to reject the signatory status of an employer that is not a legitimate producer of interactive or video game programming or whose production does not conform to the full terms and conditions set forth in this Agreement.

The following provisions of the IMA are replaced with the following:

**1. PRODUCTION RESTRICTIONS AND DAMAGES**

New productions will be reviewed and signed on a case-by-case, one-production-only basis. Employer loses the right to use all voiceover and talent assets for

productions that exceed the terms or budget limit set forth in this Agreement unless and until performers are compensated at the IMA rates.

2. **BUDGET CAP**

Total production budget cannot exceed \$1,500,000. To qualify, Employer agrees to provide detailed production information, budget, and financials regarding the Interactive Program and will submit a final cost analysis upon completion.

3. **PERFORMERS** (*Article 1, Section 3.P*)

Additionally, Employer agrees that motion capture and performance capture work are covered under this Agreement.

4. **3-DAY AND 5-DAY ON-CAMERA RATES** (*Article 1, Section 19.A*)

No 3-day or Weekly On-Camera rates are available. The Principal On-Camera Day Performer rate of \$902.00 (as of November 11, 2019, but is subject to increases in the IMA) for an 8-hour session will apply for all On-Camera Principal Performers.

5. **OFF-CAMERA COMPENSATION** (*Article 1, Section 19.B*)

The Principal Off-Camera Day Performer rate is \$902.00 (as of November 11, 2019, but is subject to increases in the IMA) for a 4-hour session or one-half (i.e., \$451.00 as of November 11, 2019) of the Principal Off-Camera Day Performer rate for a 2-hour session. Employer may utilize up to 10 voices per hour for an unlimited number of characters.

6. **ADDITIONAL COMPENSATION** (*New Subsection in Article 1, Section 19*)

Each Performer whose performance is included in the Interactive Program shall be entitled to a secondary payment of 25% of a Full Scale Payment for each 500,000 units sold or unique subscribers (when games are not sold by units) up to a total of four (4) secondary payments.

If secondary payments are paid at the time of initial employment, each Payment may be reduced by 25% for each session worked by the Performer, up to a maximum of 4 sessions (75% of scale). Otherwise 100% of scale per session as outlined above.

7. **VOCALLY STRESSFUL SESSIONS** (*New Subsection in Article 1, Section 19*)

Sessions that contain vocally stressful work will be no longer than 2 hours and paid at full 4-hour rate. Principal Off-Camera Day Performer rate. Vocally stressful sessions are any work that risks damage or undue strain to the Performer's voice which may be due to prolonged requests for the Performer to enact: yelling/shouting/screaming, fighting sounds, death sounds, battle cries, complicated creature sounds, unnatural vocal textures, extensive whispering, high pitched vocal sounds, or any other voice/sound that is difficult/challenging for the performer to deliver.

8. **PROHIBITION ON DIGITAL REPRODUCTIONS**

Employer may not use any digital scanning techniques to create digital reproductions of any Performer or Background Actor in connection with the Interactive Program without the union’s consent. Employer may not use any digital reproduction of an individual, living or deceased, as a character or in place of Background Actors in the Interactive Program without the union’s consent.

**9. PROTECTION OF MEMBER INFORMATION**

Employer must use commercially reasonable best efforts to protect the personal information of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information.

Employer must not include any Performers’ social security numbers on any sign-in sheet for an interview or audition. Notwithstanding any provision of the IMA to the contrary, Employer will provide SAG-AFTRA with all information, which may include full social security numbers, SAG-AFTRA deems reasonably necessary to identify Performers or Background Actors who are engaged on the Interactive Program and to administer this Agreement and the IMA. Employer must handle Performer personally identifiable information (or “PII”) in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performer personal information, in addition to compliance with applicable law, Employer must provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

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.

This Agreement covers only the Interactive Program listed above and is non-citable and non-precedential with respect to any other project.

**EMPLOYER  
AGREED AND ACCEPTED**

**SAG-AFTRA  
AGREED AND ACCEPTED**

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

\_\_\_\_\_  
Signature

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Print Name and Title

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

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Company Name

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Date

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Address, City, State, Zip

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Date

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E-Mail

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Phone

SAMPLE