



Welcome to the 2019 **New England** 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, 1-year or 21-months.
- **Multiple Platforms** - Rates include broadcast and local cable, internet, new media and theatrical/industrial
- **Signatory Options** – One Production Only or even further reductions for Full Term Signatories.
- **Less Paperwork** – Just a phone call and signature away from production. The full agreement can be viewed in this document.

Questions? Ready to sign? Contact Ben Winthrop, Jessica.Maher@sagaftra.org or 617-316-5725

sagaftra.org/adsgolocal



2019 New England Regional Commercials Code

1. JURISDICTION

The following rates, terms, and conditions shall apply only to commercials produced and used within Eastern Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. However, in no case shall the New England Regional Commercials Code be applicable to nationally recognized brands.

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 New England Regional Commercials Code, herein referred to as “New England Code.”

In no event shall a Producer be permitted to make use of a commercial outside of the Jurisdiction of the New England Code. If the Producer breaches this agreement and does make use of a commercial outside of the New England Code’s Jurisdiction, the Producer as a remedy shall immediately upgrade and pay all performers on the commercial retroactively in accordance with 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 New England Code.

3. EFFECTIVE DATE

The New England 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 New England 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 New England 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 New England Code on a One Production Only (OPO) basis and 70% of the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence for the full term (Term Signatory) of the New England Code. Hand Models, General Extras and Stand-Ins receive the below-listed session rate, which is at 70% of the unlimited use extras rates in the SAG-AFTRA Commercials Contract, which shall cover any and all use of the commercial under the New England Code.

All Audio Commercials session fees are calculated at 80% of the session fee and total wild spot unit value of New England States for a commercial produced under a One Production Only (OPO) Agreement and 70% of the session fee and total wild spot unit value of New England states for commercials produced by a Producer who executed a letter of adherence for the full term (Term Signatory) of the New England Code.

Payment of the minimum session fee below for local commercials produced under the New England Code reflects a 13-week use period. Payment for additional term of use options are noted on the rate sheet.

See examples of minimum session fees for key performer categories below.



	<u>One Production Only</u>	<u>Full Term</u>
<u>PRINCIPALS</u>		
On-Camera Principals	\$570	\$498
Off-Camera Principals	\$428	\$375
<u>EXTRAS</u> (Allows Unlimited Use)		
Hand Models	\$415	\$415
General Extras	\$272	\$272
Stand-Ins	\$299	\$299
<u>AUDIO COMMERCIALS:</u>		
Actor, Announcer	\$335	\$293
P&H/H&R Contribution: 19% (18.5% for JPC Authorizers)		

Rates are rounded to the nearest dollar. For rates covering additional categories, see the attached applicable Rate Sheet.

Payment of the minimum session fee includes all local broadcast, internet, new media, theatrical/industrial and local cable use within the Jurisdiction of the New England 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, 1 year or 21 months from the date of employment based on the flat rates set forth in the applicable Rate Sheet.

For Audio Commercials: Producer may acquire the right to use the commercial for periods of 13 weeks or 1 year.

No exclusivity rights may be acquired by Producer with respect to principal performers who perform under the New England Code. Holding fees are not required.

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 New England Code. Any exceptions may be granted by the Union and must be granted in writing.



7. EXPANDED TERRITORY OF USE

With notification to the Local, Producer may expand the geographical use of the commercial by including up to three states 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 25% of the session fee for the same term.

8. 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.

9. COVERAGE OF EXTRAS

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

10. PENSION AND HEALTH CONTRIBUTIONS

With respect to commercials produced under the New England 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 65 of the 2019 SAG-AFTRA Audio Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund.

11. 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 New England Code.



2019 New England 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

	One Production Only				Term Signatory			
	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>21 mos.</u>	<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>21 mos.</u>
PRINCIPALS								
On-Camera Principal	\$428	\$570	\$1,140	\$2,280	\$374	\$498	\$996	\$1,992
Off-Camera Principal	\$321	\$428	\$856	\$1,712	\$281	\$375	\$750	\$1,500
On-Camera Group 3-5	\$313	\$417	\$834	\$1,668	\$274	\$365	\$730	\$1,460
Group 6-8	\$277	\$369	\$738	\$1,476	\$242	\$323	\$646	\$1,292
Group 9+	\$229	\$305	\$610	\$1,220	\$200	\$267	\$534	\$1,068
Off-Camera Group 3-5	\$182	\$242	\$484	\$968	\$158	\$211	\$422	\$844
Group 6-8	\$158	\$210	\$420	\$840	\$137	\$183	\$366	\$732
Group 9+	\$128	\$171	\$342	\$684	\$113	\$150	\$300	\$600
On-Camera Tags (2 nd – 25 th)	\$126	\$168	\$336	\$672	\$110	\$147	\$294	\$588
Off-Camera Tags (2 nd – 25 th)	\$95	\$127	\$254	\$508	\$83	\$111	\$222	\$444
EXTRAS (unlimited use)								
Hand Models	\$415				\$415			
General Extras	\$272				\$272			
Stand-Ins	\$299				\$299			

Extra rates are based on 70% of the unlimited extra rates in the SAG-AFTRA Commercials Contract.

	One Production Only			Term Signatory		
	<u>13 wk.</u>	<u>1 yr.</u>	<u>21 mos.</u>	<u>13 wk.</u>	<u>1 yr.</u>	<u>21 mos.</u>
AUDIO (radio)						
COMMERCIALS						
Actor/Announcer	\$335	\$670	\$1,340	\$293	\$586	\$1,172
Solo/Duo	\$335	\$670	\$1,340	\$293	\$586	\$1,172
Singer/Speaker						
Group 3-5	\$230	\$460	\$920	\$202	\$404	\$808
Group 6-8	\$187	\$374	\$748	\$178	\$356	\$712
Group 9+	\$180	\$360	\$720	\$158	\$316	\$632
Tags	\$110	\$220	\$440	\$100	\$200	\$400

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. (TV only)
- 1-year use:** Contractual rates based on two times (2x) the applicable 13-week session fees outlined above.
- 21-month use:** - Contractual rates based on four times (4x) the applicable 13-week session fees outlined above.

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