



2019 SAG-AFTRA INFOMERCIAL AGREEMENT

The terms of this Agreement will coincide with expiration of the 2019 SAG-AFTRA Commercials Contract on midnight, March 31, 2022, but shall continue in effect thereafter until terminated by either party upon 60 days' written notice to the other party.

It is understood and agreed that all terms and conditions of the 2019 SAG-AFTRA Commercials Contract ("Commercials Contract") (including Section 58, Arbitration) shall apply, except as expressly modified herein. All monies due under the Infomercial Agreement shall increase by the same percentage as any agreed-upon wage increase applicable to Section 20, Minimum Compensation, of the Commercials Contract, as well as any contribution increases applicable to Section 47, Contributions to Pension and Health Plans, in future negotiations.

For purposes of this agreement, an infomercial is a program in excess of three minutes whose intent is to sell a product or service.

1. PEOPLE COVERED

All on and off camera performers who perform as talent pursuant to Section 6 of the Commercials Contract shall be covered by this agreement, such as announcers, actors, program hosts, demonstrators (including models and hand models), and extra performers. This agreement specifically excludes the unscripted testimonial of an individual, provided the individual is not a professional performer and does not perform as talent as described in Section 6 of the Commercials Contract. Also, excluded from this Agreement are members of any live audience and individuals who, on occasion, might be taped for an on-camera appearance and who are engaged as experts explaining the "engineering" and not the physical application of a product, provided the individual is not a professional performer.

2. COMPENSATION

Performers shall be compensated per the below rate schedule for each infomercial in which the performer works:

On-Camera Performers or Hosts:	\$1,424.00 first day of work \$712.00 each add'l day
Demonstrators:	\$712.00 per day
Off-Camera Announcers:	\$712.00 for the first 4-hour session per day
Extras:	\$178.00 per day

3. HOURS, DAYS, AND OVERTIME

The daily rate for on-camera performers, hosts, five lines or less, demonstrators and extra performers shall include not more than eight (8) consecutive hours, exclusive of one meal period not to be less than ½ hour and not to exceed one hour.

The ninth and tenth hours shall be compensated at time-and-one-half in half-hour units, or part thereof, at the rates listed below:

On-Camera Performers or Hosts:	\$66.75/half-hour (based on add'l day rate)
Demonstrators	\$66.75/half-hour
Extras:	\$16.70/half-hour

All hours beyond the tenth hour shall be paid at double time, in half-hour units or part thereof as follows:

On-Camera Performers or Hosts:	\$89.00/half-hour (based on add'l day rate)
Demonstrators:	\$66.75/half-hour
Extras:	\$22.25/half-hour

Off-Camera Announcers shall receive, for any time over the initial 4 hours per day, payment of \$356.00 for each two-hour block or part thereof.

4. USE PAYMENTS

Extra performers do not receive use payments.

INITIAL USE

Upon payment of the session fee referenced in Paragraph 2 above, Producer shall have the right to exhibit the infomercial over one of the following mediums, basic cable or broadcast television for a period not to exceed ninety (90) days, starting from the date of first exhibition.

SUBSEQUENT BROADCASTS

BASIC CABLE

For exhibition on basic cable in excess of the original 90-day use period, or for use of the infomercial on basic cable as a supplemental market, Producer shall compensate each principal performer no less than the applicable session fee or "1st day of work fee" for each



subsequent 90-day period on basic cable.

BROADCAST TELEVISION

For use on broadcast television in excess of the original 90-day broadcast period, or for use of the infomercial on broadcast television as a supplemental market, Producer shall compensate each principal performer no less than the applicable session fee or “1st day of work fee” for each subsequent 90-day period on broadcast television.

INTERNET (INCLUDING OTT VIDEO)-NEW MEDIA

No additional Internet (including OTT video)-New Media use payment is due if performers are being compensated for basic cable and/or broadcast television use.

However, if performers are no longer receiving compensation for basic cable and/or broadcast television use, Producer shall compensate each principal performer no less than the applicable session fee or “1st day of work fee” for a 90-day use period. If use continues beyond 90-days, subsequent 90-day use payments will be due each principal performer.

FOREIGN USE

If Producer wishes to acquire the right to exhibit the infomercial in foreign markets, including but not limited to Internet (including OTT video)-New Media and/or television, Producer shall compensate each principal performer no less than the applicable session fee or “1st day of work fee” for a 6-month use period.

For exhibition in excess of 6-months, Producer shall compensate each principal performer no less than the applicable session fee or “1st day of work fee” for each subsequent 6-month period.

PRE-PAYMENT of USE

Producer may, subject to the express written consent of the performer at the time of the original engagement, pre-pay use payments due the performer provided such pre-payment is specifically and separately set forth in the performer’s individual agreement (ex: under Special Provisions of the Employment Contract).

If producer would like to purchase use in increments greater than 90 days, rates are as follows, per performer, per use type (basic cable/broadcast television/Internet (including OTT video)-New Media):

Example for Performers/Hosts:

- 6 months: \$2,421.00 (85% of 2 cycles)
- 1 year: \$4,842.00 (85% of 4 cycles)
- 18 months: \$6,835.00 (80% of 6 cycles)
- 24 months: \$8,544.00 (75% of 8 cycles)

DEFINITION OF BROADCAST

This agreement shall specifically exclude the broadcast of any infomercial on 2 or more interconnected (network) stations. Any use of an infomercial on a network or in prime time shall require payment of not less than rates in accordance with the applicable SAG-AFTRA Television Agreement.

5. TEST MARKET

Within the first 90 days of the session date, Producer may exhibit up to 3 versions of the infomercial in any one of the following markets: basic cable or broadcast television, for a period of 30 days. Producer shall pay the following rates, which covers session and use of all three versions for the 30 day period:

On-Camera Performers or Hosts	\$712.00 (add'l day rate)
Demonstrators	\$356.00 (50% of day rate)
Off-Camera Announcers	\$356.00 (50% of 4 hour rate)
Extras	\$142.00 (80% of day rate)

If testing on both basic cable and broadcast television, payment is twice the above listed rates.

After the 30-day test period has expired, if a program will be exhibited, only one single version may be exhibited. One mechanical edit, which falls within the definition of an infomercial, may also be exhibited for the same use payment. If used beyond the 30-day test period, performers (including extras) will be compensated the difference between the test market rate and the scale session payment which will cover the remainder of the 90-day use period.

6. PAYMENT DUE DATE

Session payment to all performers must be paid no later than fifteen (15) business days from the day or days of employment. Payment for subsequent use must be paid no later than 30 calendar days after the date of first use in such cycle.

7. RELEASE IN OTHER MEDIA

It is expressly understood and agreed that any and all rights to utilize these programs or portion thereof, other than for the releases described herein, shall be subject to and conditioned upon procuring the prior consent of the Union and all performers seen and/or heard and the Union shall be entitled to injunctive relief in the event such consents are not procured.

In the event Producer does not secure the prior consent of the Union and the performers as described above, and thereafter utilizes a program or any portion thereof, the terms and applicable conditions of the applicable SAG-AFTRA Agreement then in effect, shall apply,

except the Producer shall be obligated to pay not less than triple the applicable rates set forth in such Agreement.

8. COMMERCIALS

All commercials which are originally produced by Producer or are excerpted from any program produced under this agreement to “stand alone” outside of the infomercial shall be produced in accordance with the applicable full rates, terms and conditions of the SAG-AFTRA Commercials Contract including payment of appropriate health and pension payments to SAG-AFTRA Health Plan and SAG Pension Plan.

9. ARBITRATION

It is expressly understood and agreed that all disputes between Producer and SAG-AFTRA, or between Producer and any performers under this agreement, shall be submitted to arbitration in accordance with Section 58 of the Commercials Contract.

10. INDEMNIFICATION

In the event any legal action in the courts or before administrative bodies results by reason of, or as a result of, any material or action of a performer included in the infomercial in the scope and course of his/her employment under this Agreement, under the direction and control of Producer, Producer shall at all times indemnify and hold the performer harmless from and against all liability, loss, damages and costs, including reasonable counsel fees, which the performer may for any cause at any time sustain or incur by reason of such performance. In the event legal action, in the courts or administratively, is taken against the performer, either jointly with the Producer or alone, the Producer shall at his/her own cost and expense and without undue delay provide the defense of the performer in all such litigations.

11. HEALTH AND RETIREMENT FUND

With respect to infomercials produced under this 2019 Infomercial Agreement, Producer shall make all appropriate health and retirement contributions in accordance with Section 47 of the 2019 SAG-AFTRA 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 AFTRA Retirement Fund. An amount equal to nineteen percent (19%) will be contributed to the SAG-AFTRA Health Plan and AFTRA Retirement Fund based on the total gross amounts paid to performers pursuant to Section 47 of the Commercials Contract.

12. This agreement shall in no way preclude performers from negotiating for rates, terms and/or conditions more favorable than those contained herein.

13. Each performer’s contract must clearly state all specific rates, terms and conditions applicable to such performer.



14. Except as modified herein, all terms and conditions shall be those of the SAG- AFTRA Commercials Contract, which is enclosed herewith and by this reference incorporated herein.

SAG-AFTRA Executive Director

Authorized Signature (must be company officer)

Print Name

Print Name and Title

Date

Date

Company

Address

City, State, Zip

Email Address

Phone Number

RATE SHEET

<p>SESSION (8-hour day): <u>Principal Performers:</u> Performers/Hosts Demonstrators Voice-Over/Off-Camera Announcer (4-hour session/day)</p> <p><u>Extra Performers:</u></p>	<p>\$1,424.00 1st day; \$712.00 add'l days \$712.00 \$712.00</p> <p>\$178.00</p>
<p>OVERTIME: <u>On-Camera Principal Performers and Extra Performers</u></p> <p><u>Voice-Over/Off-Camera Announcer</u></p>	<p>9th and 10th hours paid at scale and ½ in ½ hour units</p> <p>11th hour and over paid at double scale in ½ hour units</p> <p>Note: Performers/Hosts OT is based off the add'l day of work rate.</p> <p>After the initial 4 hours per day, Voice-Over/Off-Camera Announcer paid at \$356.00 per 2 hours or part thereof.</p>
<p>Exclusivity</p>	<p>There is no exclusivity under the Infomercial Agreement.</p>
<p>Residuals–Broadcast/Cable/Internet-New Media</p> <p>There is no maximum period of use.</p>	<p>Initial session fee covers 90 day use period on <u>either</u> cable OR broadcast TV; an additional session fee (1st day rate for Performers/Hosts) is due for use on <u>both</u> cable and broadcast TV.</p> <p>For each additional 90 day use period, performer receives payment equal to a session fee (1st day rate for Performers/Hosts) for use on either cable or broadcast TV; for use on both cable and broadcast TV performer receives a payment equal to two times the session fee (1st day rate for Performers/Hosts).</p> <p>Use on Internet-New Media, without any other use types, is equal to one session payment for each 90-day use period.</p> <p>Extras do not receive residuals.</p>
<p>Test Market Session</p>	<p>For a 30-day test period, session and use</p>

	<p>maybe paid as follows:</p> <p>On-Camera Performers/Hosts \$712.00 Demonstrators \$356.00 Extra Performers \$142.00</p> <p>Voice-Over/Off-Camera Announcer \$356.00 for 4 hours</p> <p>To air for 30 days on both cable and broadcast TV (both of which includes Internet-New Media exhibition) double the above-rates.</p> <p>Overtime is based on the test market session rate per the regular OT formulas above.</p>
H&R Contribution	19%
Audition	<p>Principal Performers: 1st hour free; over 1 hour is paid in half-hour units of the day rate (add'l day for Performers/Hosts).</p> <p>Extras 1st hour free; over 1 hour is \$20 per hour.</p>
Wardrobe Fittings	<p>Principal Performers:</p> <p>On a day prior to work: 1 hour minimum call; additional time paid in 1/4 hour units. (add' l day for Performers/Hosts).</p> <p>On work day: part of the continuous work day.</p> <p>Extras:</p> <p>On a day prior to work: 1 hour minimum call; additional time is paid in ¼ hour units at straight time.</p> <p>On a work day: part of the continuous work day.</p> <p>Both Principal and Extra: if fitted and not used paid day rate (add' l day rate for Performers/Hosts).</p>
Wardrobe Allowance	For both Principal and Extra paid per outfit when worn: \$20.36 for non-evening wear and \$33.91 for evening wear.
Rehearsal	Paid as work time for all categories.

Meal Penalty	<p>First meal must be within 6 hours of first call of the day. Next meal within 6 hours of end of the first meal. The meal must be no less than ½ hour and no more than 1 hour.</p> <p>Penalty: for each hour over the 6hours \$25.00; for each hour over the 6 hours for the 2nd meal \$35.</p>
Travel	<p>Pay a session fee for a travel day (add'l day rate for Performers/Hosts) or a "hold" day.</p> <p>Coach-class service is acceptable. For air travel of 5,000 or more air miles, business-class transportation shall be provided, if not available then first-class transportation.</p> <p>If on an over-night location, performers receive per diem: \$17.00 breakfast, \$29.00 lunch, and \$46.00 dinner.</p>
Night Premium	<p>No night premium need be paid to principal or extra performers.</p>
Sat/Sun/Holiday	<p>No weekend premium need be paid to principal or extra performers.</p> <p>No holiday premium need be paid to principal and extras performers.</p>
Cancellation	<p>Principals: Once engaged cannot be cancelled by producer without payment of full guarantee.</p> <p>Extras: If cancelled for reasons other than principal cast illness, force majeure or governmental order, receives payment of full guarantee.</p>
Consecutive	<p>If principal or extra performer works a 6th or 7th day in a week, then paid at double scale for all hours on the 6th and 7th day.</p>
Retakes	<p>If done within 60 days of original taping, pay per hour or part there of day rate (add' l day rate for Performers/Hosts).</p>
Payment Due	<p>Session payment due 15 business days from last work day.</p> <p>Use payments due 30 calendar days from beginning of each cycle. Late fees are</p>

	calculated at \$4.08/day to a maximum of 25 days (\$102.03). After the 25 days, an additional \$102.03 is due plus \$11.34/day until all payments are received.
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