

68.A. STUNT PERFORMERS

A. Additional Stunt Work:

In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.

- (1) Changes required prior to performance. If such required change occurs prior to the taping or televising of the stunt, the stunt performer shall advise the Producer before the stunt in question is taped or televised if the performer wishes to negotiate additional compensation for the additional work required. Such negotiation may occur either before or after the performance of the stunt; however it is expressly agreed that the production shall not be delayed for the purpose of first determining the compensation for the stunt.
- (2) Changes required during performance. If the Producer requires such a change during the taping or televising of a stunt, the stunt performer shall advise the Producer at the earliest reasonable time after completion of such stunt that he wishes to negotiate additional compensation for the additional work and shall have the right to so negotiate such additional compensation after the stunt is taped or televised.

B. Stunt Performers - Sanitary Wardrobe:

Stunt performers shall not be required to wear wardrobe that has not been properly cleaned after prior use by another person.

C. Protecting of Stunt Performer Safety:

- (1) All reasonable requests and requirements for safety equipment in connection with performance of stunts shall be complied with by Producer or Producer's representative on the set or location.
- (2) Equipment provided by Producer, for example, autos, cycles, wagons, etc. shall be in suitable repair for the safe and proper performance of the stunt.
- (3) If there is a change in a planned stunt which makes it substantially more dangerous, the stunt performer may refuse to perform the stunt as changed.

Stunt Coordinators (Paragraph 68.B)

Add a new subsection (3) to Paragraph 68.B which states as follows:

"Other Programs:

A Producer may at its option, but is not required to, engage a stunt coordinator. Should the Producer so elect, it shall make contributions to the AFTRA Health and Retirement Funds pursuant to Paragraph 102 based on the stunt coordinator's individually negotiated salary for such work. This paragraph shall not require the application of any other provision of the Code to stunt coordinators."

The Producer shall indemnify' the Stunt Coordinator against all liability and costs, including attorney's fees, which the Stunt Coordinator may incur acting in the course and scope of his/her employment for the Producer, provided:

- (1) The Stunt Coordinator promptly notifies the Producer in and provides the Producer with copies of any claim, complaint or other process arising out of his/her employment;
- (2) The Stunt Coordinator agrees to cooperate fully with the Producer in the defense of such claim, which includes good faith efforts to assist in securing witnesses when requested by the producer, and providing evidence and participating in the preparation for, and attendance at depositions, hearings or trials; and
- (3) The Stunt Coordinator shall not enter into any settlement, or compromise, of any claims or litigation alleged against the Stunt Coordinator without the prior written consent of the Producer. Doing so shall nullify the Producer's obligation under this provision. Nothing herein contained shall be construed to: (i) deprive Producer of any lawful defense to such claim or action including the defense that such claim arose by reason of performer's acts outside the scope of his or her employment; or (ii) expand Producer's liability to any person under the applicable worker's compensation law.