



PERFORMER CONTRACT FOR INTERACTIVE MEDIA

Company: \_\_\_\_\_

Performer: \_\_\_\_\_  
(c/o): \_\_\_\_\_

Title: \_\_\_\_\_  
("Program")

Date Employment Starts \_\_\_\_\_

Telephone No. \_\_\_\_\_

Role(s) \_\_\_\_\_

Social Security No. \_\_\_\_\_

**Type of Employment:**  
(check one)

Principal

Voice-Over (4-hr. day)  Number of Voices \_\_\_\_\_

Voice-Over (6-hr. day)

Stunt   
Sound Effects

Atmospheric   
Background Actor   
Contractor

Solo/Duo Singer   
Group Singer 3-8   
Group Singer 9+

Solo/Duo Dancer   
Group Dancer 3-8   
Group Dancer 9+

**Form of Employment:** Day Player   
Daily Rate \$ \_\_\_\_\_

3-Day   
3-Day Rate \$ \_\_\_\_\_

Weekly   
Weekly Rate \_\_\_\_\_

Off-Camera Hourly Rate (Singers Only) \$ \_\_\_\_\_

Are payments being made now for: Remote Delivery \_\_\_\_\_  
(initial if acquired)

Integration \_\_\_\_\_

Additional Terms and Conditions Attached: Yes

No

Special Provisions (if any):

Wardrobe supplied by Performer: Yes

No

If so, number of outfits \_\_\_\_\_ @ \$ \_\_\_\_\_  
\$ \_\_\_\_\_

(formal) \_\_\_\_\_ @ \_\_\_\_\_

THIS AGREEMENT covers the employment of the above-named Performer by, \_\_\_\_\_ in the Interactive Program(s) and at the rate of compensation set forth above and is subject to and shall include for the benefit of the Performer and the Employer, all of the applicable provisions and conditions contained or provided for in the AFTRA Interactive Agreement of 2010-2011, as the same may be amended, between AFTRA and Employer. Employer shall have all the rights in and to the results and proceeds of the Performers services rendered hereunder, to the maximum extent provided in the AFTRA Interactive Agreement.

ACCEPTED AND AGREED:

_____ Company	_____ Performer Initial if Additional Terms and Conditions Agreed To _____
_____ Address	_____ Address
_____ City                  State                  Zip Code	_____ City                  State                  Zip Code

**NOTICE TO PERFORMERS: RETAIN A COPY OF THIS CONTRACT FOR YOUR PERMANENT RECORDS**

**ADDITIONAL TERMS AND CONDITIONS**

- I. The provisions of the relevant American Federation of Television and Radio Artists Performer’s Agreement (“AFTRA Agreement”) between Company and AFTRA are incorporated into this contract and if any provision hereof violates the AFTRA Agreement, the latter shall control.
- II. SERVICES: Performer shall perform all services in accordance with Employer’s instructions and directions in all matters including those involving artistic taste and judgment, and Performer shall be available and shall render services at such times and in such places as Employer may designate. Employer shall not be obligated to use Performer’s services or any results or proceeds thereof, nor shall Employer be obligated to produce, complete the production of, release, distribute, exhibit, advertise or exploit the Program or any part thereof. Nothing in this paragraph alters or releases Employer’s obligations to Performer with reference to compensation. Employer shall be entitled to the maximum work period provided by the AFTRA Agreement with respect to the services provided hereunder. Any services beyond such time shall be compensated at the rate specified on the first page to which this Rider is attached. If no rate is specified, the compensation for overtime shall be the applicable AFTRA rate.
- III. DEFINITIONS: “*Interactive Media*”: is any media on which digitized product operates and through which the user may interact with such product including but not limited to personal computers, games, machines, arcade games, all CD-interactive machines and any and all analogous similar or dissimilar microprocessor-based units and the electronic formats/platforms which may be utilized in connection therewith. “*Remote Delivery*”: is any system under which digitized product may be accessed for use from a location that is remote from the central processing unit on which the product

is principally used or stored, such as an on-line service a delivery service over cable television lines, telephone lines, microwave signals, radio waves, satellite, wireless cable or any other service or method now known or hereafter invented for the delivery or transmission of such digitized product enabling interactive use. "Integration": is the use of an excerpt of a Performer's performance that was rendered under the terms of this Agreement, in any other Interactive program for which the Performer is not engaged to perform but such other programs is produced by the same employer as originally employed the Performer. Any other reuse of the Performer's performance shall be considered "reuse" hereunder. "Integration": does not mean or include: (i) the repetition of segments of any single Interactive Program that may appear to be many different programs due to the way viewers choose or recall various segments and manipulate the program; (ii) the re-configuration or reformulation of the material produced hereunder for a single program for the computer software code to adapt the Interactive Program to different Platforms; (iii) the use of material for Interactive Media in Linear Programs. "Program": a program refers to the final version of a fully-edited product for presentation to the viewer or user. "Interactive Program": is the final version of a fully-edited product presented on Interactive Media notwithstanding any variations which may occur between Platforms. "Program": does not refer to the computer software code utilized in the digitization process, any type of electronic technology, patents, trademarks, or any of the intellectual property rights of Employer. "Platform(s)": Platform refers to microprocessor-based hardware including but not limited to CD-ROM, CD-I and 3DO machines that utilize the appropriate compatible formats such as cartridges and discs, or other formats hereafter invented which memorialize Interactive Programs for viewer use. "Linear Programs": which do not possess interactive qualities are "linear" in nature, and mean those programs which are: (i) produced and memorialized by means of videotape or film photography or any other processes now known or hereafter invented through which photographic images or other visual representations (whether live-action or animated) are used alone, or in conjunction with audio effects and create life-like images of the characters therein, and, (ii) exhibited or transmitted to the viewer by television (UHF or VHF over-the-air broadcast, cable, satellite, or any other means or methods which may be known or hereafter invented for television reception) and/or video cassettes, video discs or any other devices used in conjunction with corresponding hardware to cause a presentation to be exhibited visually on the screen of a television receiver or any comparable device; and/or film projection in motion picture theaters. "Reuse": means the incorporation of material produced for Interactive Media in a Promotional Program or a Linear Program and the incorporation of material produced for Interactive program(s) under this Agreement in another program that is not covered under "Integration".

IV. TRAILERS/PROMOTIONS: Employer shall have the right to make trailers including "teasers" (a short trailer) for the purpose of advertising and promoting the Interactive Program. The use of a Performer's services in any such trailer or "teaser" twelve (12) minutes in length or less shall not require the payment of additional compensation if the recordation of such trailer occurs during the Performers employment in connection with the applicable Interactive Program. Otherwise, applicable scale shall be the minimum compensation for services in connection with such trailers. Effective July 1, 2005, each Principal Performer seen or heard in recorded material incorporated from a game into a Promotional Program exceeding twelve (12) minutes in length shall be entitled to no less a single session payment at the applicable day performer minimum for the use of such footage and soundtrack.

No use of a Performer's services in a trailer as herein defined shall be used in connection with an endorsement of any service or product other than the Interactive Program(s) for which the performer was employed to render services. References to the hardware, platforms or Remote Delivery systems upon which the Interactive Program operates or references to other Interactive Programs shall not be deemed an endorsement of a service or product in violation of Section 18.B. if the Interactive Program is clearly identified by its title in such promotion to the consumer.

All advertising, publicity and promotional information relating to the program including but not limited to Performer's role therein, shall be solely issued and controlled by Employer. Performer shall not have the right to issue or authorize any advertising, publicity, or promotional information (including but not limited to press releases) or to

refer to the program in any publicity issued by Performer without the prior approval of Employer in writing.

VI. SCREEN CREDIT: No casual or inadvertent failure by Employer to comply with the provisions of any credit obligations shall constitute a breach of this Agreement. Performer's rights and remedies in the event of a failure or omission by Employer to provide Performer the screen credit on the Program indicated herein shall be limited to Performer's rights, if any, to recover damages at law, but in no event shall Performer be entitled by reason of any such breach to terminate this Agreement or to enjoin or restrain the distribution or exhibition of the Program.

VII. RESULTS AND PROCEEDS: Employer shall have the right to record Performer's voice and performance and to exploit the same in connection with the Program in all Interactive Media and otherwise in accordance with the terms of AFTRA and this Agreement by any present or future method of recordation which may be devised or invented. Employer shall own all results and proceeds of Performer's services hereunder, including the copyrights thereof, and shall have all other rights of ownership, subject only to the provisions of the AFTRA Agreement requiring the payment of additional compensation for Remote Delivery and Integration and/or separate bargaining use for Linear Media and other reuse not covered in the Agreement. The Performer hereby consents to and grants Employer the exclusive right in and in connection with the Program and its advertising and promotion of the Program to use and license others to use Performer's name and likeness without the payment of additional compensation therefor in trailers and any and all promotional uses within the specifications of the AFTRA Agreement. Employer may exercise its such rights for trade or for any other lawful or authorized purposes desired by Employer.

This Agreement may not be assigned by Performer. Employer may assign this Agreement to any other person or entity provided that such entity assumes all of the executory obligations of Employer hereunder in compliance with the rules and regulations of AFTRA.

SAMPLE