



THEATRICAL/TELEVISION PRODUCTION CHECKLIST

Listed below are certain selected contractual provisions from the Screen Actors Guild-American Federation of Television and Radio Artists Agreement for Independent Producers of Theatrical and Television Motion Pictures ("Basic Agreement"), relative to the Producer's relationship with the Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"). A clear understanding and observance of each provision will serve to expedite the completion of the necessary paperwork and the signatory process.

PRE-PRODUCTION

1. Complete and have signed by a principal of the production company the Information Sheet, SAG-AFTRA Agreement for Independent Producers of Theatrical or Television Motion Pictures (whichever applies), and Pension and Health Adherence Letters for each production and return these to SAG-AFTRA fifteen (15) working days prior to the production start date or any earlier date, such as rehearsal, upon which the services of performers are requested by Producer ("Start Date").
2. Provide SAG-AFTRA with the following as applicable:
 - a. Corporation - Articles of Incorporation and completed Corporation Resolution
 - b. Limited Liability Company – Articles of Organization and Operating Agreement
 - c. Partnership or Joint Ventures - Fictitious Business Name Statements and Partnership Agreements
 - d. Sole Owner - Fictitious Business Name Statement
 - e. Individual - Social Security Number and copy of Driver's License or I.D.
3. Provide all Financial Assurances (as defined below) and related documents, including but not limited to all chain-of-title documents relating to the Picture, a copy of the PA Form application relating to the screenplay upon which the Picture is based, and proof of receipt by the U.S. Copyright Office of the PA Form, no later than fifteen (15) working days prior to the Start Date. The Producer must submit a completed Pre-Production Cast List and a copy of the script and day-out-of days so that a SAG-AFTRA Business Representative may calculate the amount of the security deposit. "Financial Assurances" include, but are not limited to the following:
 - a. Security Deposit and related agreements
 - b. Security Agreement
 - c. Assumption Agreements
 - d. Subordination Agreement (if applicable)

PRODUCTION

1. Station 12
 - a. All performers should be cleared with SAG-AFTRA at least one (1) week prior to commencement of employment. We suggest that Producer designate one member of the production staff to be responsible for all clearances. In order to clear, please call the department at SAG-AFTRA known as "Station 12" at (323) 549-6794 and supply each performer's name, social security number and work date. Station 12 will advise you verbally of the performer's SAG-AFTRA membership status and/or financial obligations, if any. Written confirmation will be mailed to Producer or Producer's representative. Producers seeking clearance for extra performers under the Basic Agreement should forward the name, social security number and work date for each such background performer to Station 12 at least one (1) week prior to commencement of employment. Station 12 will advise you of clearance for all such extra performers in writing via facsimile transmission.

NOTE: CLEARANCE WILL NOT BE ISSUED UNLESS ALL PRE-PRODUCTION OBLIGATIONS OF PRODUCER HAVE BEEN SATISFIED.

- b. If the performer's membership and/or financial obligations, if any, under the SAG-AFTRA union security provisions are in current good standing, you will be advised that the performer is "OK".

If you are advised that the performer is "Station 12", it is the Producer's responsibility to advise the performer to contact SAG-AFTRA's Station 12 Department immediately in order to bring his/her membership status and/or financial obligations, if any, up to date. Producer should confirm the performer's Station 12 status prior to commencement of employment for each performer.

Note: Employing a performer not in good standing as to the required membership or financial obligations, can result in a Union Security Violation with liquidated damages assessed against the Producer.

- c. Notification that the performer has performed previously under SAG-AFTRA's jurisdiction through the Taft-Hartley provisions (referred to as a "must-pay") indicates that in those states where the Union Security provisions of our contract are applicable and the performer is required to join or fulfill financial obligations to SAG-AFTRA, the performer must pay the initiation fee and dues within 5 business days of his/her employment (or otherwise with the mutual agreement of SAG-AFTRA and the performer), or, failing to do so, a Union Security Violation claim could be filed against the Producer.
- d. Notification of "no-record, non-Guild" means that the performer has never worked within SAG-AFTRA's jurisdiction. Producer, therefore, must file a Taft-Hartley report, pursuant to the applicable section of the Basic Agreement.

2. Taft-Hartley

Filing a report of the first engagement of performers not previously subject to the Union Security provisions must be made in writing to SAG-AFTRA within fifteen (15) days of the first date of employment or within twenty-five (25) days when on an overnight location. A sample copy of the report is enclosed and additional copies can be obtained by contacting a SAG-AFTRA Business Representative. It is important that Producer be very specific as to the basis for the preference of employment provision waiver.

Note: Non-compliance with the provision can result in liquidated damages assessed against the Producer.

3. Tender individual performer's contracts and all necessary tax forms to performers prior to their employment, but no later than the Start Date. Copies of the contracts should be distributed as follows: One each to performer, agent, SAG-AFTRA and Producer.
4. Payment to performer shall be made as follows: Day Performers shall be paid no later than five (5) working days after each day of work. Three-day and Weekly Performers shall be paid no later than the Thursday of the week following the work week (except on overnight locations, no later than the Friday of the week following the work week).

Note: There are late payment liquidated damages for each day late.

5. Individual payment vouchers must indicate: Production title or number, employment period and breakdown of items such as overtime, meal period, liquidated damages for violations of the collective bargaining agreement (e.g. meal and rest period provisions) and any payroll deductions.

6. Producer shall submit to SAG-AFTRA Production Time Reports signed by each performer no later than Friday of the week following each work week. Production Time Reports must be completed legibly and in ink, or typewritten.

Note: Liquidated damages shall be assessed for substantial breaches.

7. Producer's casting office must provide a Sign-In Sheet (sample enclosed) for all interviews and auditions conducted and make it available to SAG-AFTRA. Each Sign-In Sheet shall indicate whether parking was provided. The casting office must also make the latest version of the script accessible to each performer twenty-four (24) hours in advance of a scheduled reading or immediately after the scheduling of the interview, whichever is later.
8. Non-Discrimination and Equal Opportunity Policy
Producer is required to include minorities, women, and performers with disabilities in the casting of each motion picture, thereby creating fair and equal employment opportunity and eliminating stereotyping in casting. The foregoing is in accordance with the policy that there shall be no discrimination in the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age, marital status, disability or sexual orientation in accordance with applicable State and Federal law. Women, minorities, and performers with disabilities shall also be considered for doubling roles and stunts on a functional non-discriminatory basis, and stunt coordinators should endeavor to identify and recruit qualified minority and female stunt persons, and qualified stunt persons with disabilities prior to the commencement of production.
9. Safety
Producer must comply with the Safety Provisions with regard to injuries to persons or property during performers' employment. Refer to General Provisions of the Basic Agreement.
10. Employment of Minors
In addition to complying with the applicable State laws, Producer must abide by all the provisions within the collective bargaining agreement.
11. Employment of Background Actors
Inquiries regarding the terms and conditions covering the employment of background actors should be directed to the Background Actors Department at (323) 549-6811 or to a SAG-AFTRA Business Representative.

POST PRODUCTION

1. A Final Cast List must be submitted to SAG-AFTRA no later than one hundred twenty (120) days after completion of principal photography or ninety (90) days after completion of the picture, whichever comes first.

Note: If you submit your Final Cast List prior to completion of all post production work, please be advised that an **amended** Cast List must be submitted which includes all performers' post production services, e.g. ADR, looping, singing. Music Cue Sheets must be submitted to SAG-AFTRA upon completion of post production.

2. Casting Data Reports must be submitted for each production upon completion of principal photography and filed with SAG-AFTRA no later than twenty (20) days following the calendar quarter in which principal photography was completed. Failure to comply may result in liquidated damages.

Please note that there are two Casting Data Report Forms:
One for performers and a separate report form for stunt performers.

Please refer to the reverse side of the form for detailed instructions on completion of the report. Inquiries should be directed to the Affirmative Action and Diversity Department at [\(323\) 549-6644](tel:3235496644) or a SAG-AFTRA Business Representative.

The Producer or SAG-AFTRA, upon ten (10) days notice, may request a meeting to discuss any matter relating to discrimination, fair employment, data submitted or any matter relevant to equal opportunity employment for performers.

Reports should be forwarded to the attention of the Business Representative or the Affirmative Action and Diversity Department.

3. As soon as the Business Representative has verified that Producer is in compliance with all obligations to SAG-AFTRA, including but not limited to obligations relating to Financial Assurances, the Security Deposit shall be returned to the Producer along with any interest that has accrued subject to deductions made for any claims made by SAG-AFTRA against the Producer.

It should be understood that the Producer is responsible for all contractual obligations under the Basic Agreement and that this checklist represents some of those obligations. If you have any questions, please call a SAG-AFTRA Business Representative.

The undersigned has read and understands the foregoing, and agrees to all of the terms contained herein. Please sign and return to the SAG-AFTRA.

By: _____
Signature

Please type name and title

Company

Date