

## 2013 Michigan Regional Commercials Code

### 1. JURISDICTION

It is agreed that the following rates and conditions shall apply to commercials produced within, and limited to use within Michigan.

### 2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that any and all signatories to the Michigan Regional Commercials Code shall also be signatories bound to the terms and conditions of the 2013 SAG-AFTRA Commercials Contract and the 2013 SAG-AFTRA Radio Recorded Commercials Contract (hereafter, “Commercials Contract(s)”). It is further understood that all terms and conditions of the Commercials Contracts shall apply except as specifically modified by this 2013 Michigan Regional Commercials Code.

### 3. EFFECTIVE DATE

This agreement shall be for a period commencing with the date of execution of a letter of adherence with respect to this agreement by both the party wishing to be adhered hereto 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. Salary rates and terms for this agreement 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 this Regional Contract will coincide with the dates of expiration of the 2013 SAG-AFTRA Commercials Contract and the 2013 SAG-AFTRA Radio Recorded Commercials Contract at midnight, March 31, 2016 and shall continue in effect thereafter until terminated by either party by 60 days’ notice, in writing, to the other.

### 5. PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS

With respect to commercials produced within the scope of the 2013 SAG-AFTRA Commercials Contract, Producer shall make appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, the Industry Advancement and Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 47 of the 2013 SAG-AFTRA Commercials Contract. With respect to commercials produced within the scope of 2013 SAG-AFTRA Radio Recorded Commercials Contract, Producer shall make appropriate contributions to the AFTRA Health and Retirement Funds, the AFTRA Industry Cooperative Fund, the Administrative Maintenance Fund, and to any successor to any of these entities, in accordance with Section 66 of the 2013 SAG-AFTRA Radio Recorded Commercials Contract.

6. MINIMUM COMPENSATION- SESSION AND USE FEES

All session fees and use fees shall be computed at **75% of the minimum session and use fees** specified in the applicable Commercials Contract(s).

- Session fees and use fees: 75%
- Cable ( Regional basic cable which has no subscribers outside the area of jurisdiction of the Michigan Regional Commercials Code) transmission of broadcast commercials: 75%
- Made for Cable Only: 75%
- Singers: 65%
- Singers unlimited multi-tracking: additional 50%
- Unlimited sweetening- additional 50%

7. USE-ONE YEAR PREPAID USE

(a) Producer may secure the use of a Radio Commercial or a “Television” Commercial for a period of one (1) year by payment of three (3) times the applicable 13-week rate. Producer may expand the market use during this one (1) year period with (a) the permission if the performer(s) and the Union and (b) payment of a negotiated additional use fee to compensate for the expanded market.

(b) Upon conclusion of the one-year prepaid use, Producer may use the commercial for the remainder, if any, of the Maximum Period of Use payable at the above three (3) times the applicable 13-week rate.

(c) This provision shall end automatically with the termination of this agreement (“sunset clause”).

8. SHORT TERM USE & REINSTATEMENT

The following shall apply to commercial(s) first utilized within four (4) weeks of the first date of employment (session) and is limited to:

A. Use on any 28 days within a 28 consecutive day period at 85% of the Michigan Regional Contract, 13-week rate.

B. On-camera session time is limited to six (6) hours.

C. Short Term Use must be indicated at time of hiring or provisions do not apply.

D. TV Reinstatement - Commercials which were first used in any SHORT TERM CYCLE may be reinstated within fourteen months of session date, provided written consent of performer or performer's representative is obtained and upon payment of two session fees, one of which may be credited against use.

Radio Reinstatement – Commercials which were first used in any SHORT TERM CYCLE may be automatically reinstated within fourteen months of session date for a single payment of a session plus use at the 13-week rate.

Producer may automatically use the commercial for a single additional SHORT TERM CYCLE (TV and/or Radio). Written consent of performer or performer's representative must be obtained for additional SHORT TERM CYCLES beyond the initial reinstatement cycle, subject to the Maximum Period of Use.

9. EXCLUSIVITY

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries within the state of Michigan. Exclusivity does not apply to Radio commercials.

10. TRAVEL

- A. Travel within the Michigan region may be by coach class.
- B. Travel shall be subject to all of the terms and conditions of the Commercials Contract(s), with the exception of the following:

Travel to Location on a Day When No Services Are Rendered:

- 1. If the principal performer travels before noon, payment of one session fee.
- 2. If the principal performer travels between noon and 6:00 PM, payment of ½ session fee.
- 3. If the principal performer travels after 6:00 pm, payment of 1/8 session fee for each hour or fraction thereof.

(Note: Travel on Saturdays and Sundays shall be paid at time-and-one-half of the above rates.)

11. EXTRAS- Crowd Work

Wherever the producer employs 25 or more registered extra performers for work in a particular commercial on a particular day, the Producer may employ any number of non-registered extras to perform crowd work.