



2013 NEW ORLEANS LOCAL CODE FOR TELEVISION AND RADIO RECORDED COMMERCIALS

1. JURISDICTION

This Code applies to recorded commercials produced and limited to use within the States of Louisiana and Mississippi.

Persons covered by this Contract are herein referred to as "Performers".

2. MINIMUM WAGES (Scale)

The wages and working conditions set forth in this Code are minimum wages and working conditions for the employment of performers under SAG-AFTRA jurisdiction. Performers may negotiate for higher compensation and better working conditions. No waiver can be made of the wages and working conditions contained herein without the written consent of SAG-AFTRA.

3. EXCLUSIVITY

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries within Louisiana and Mississippi. Exclusivity does not apply to radio commercials.

4. TIMELY PAYMENTS

A. Payment to performers shall be by check made payable and delivered to the performer, or the performer's agent, within 30 calendar days of the performance.

B. If the Signatory fails to make payment within 30 calendar days of the performance, the Signatory shall be subject to the payment of late charges set forth herein after being notified by SAG-AFTRA or the performer that the payment is delinquent. The Signatory shall pay liquidated damages in the amount of \$3 a day for each day up to 25 days beginning the 31st day from the session (excluding Saturdays, Sundays, and holidays the employer observes) up to a maximum of \$75. If full payment, including accrued liquidated damages is not made within 12 working days thereafter, the employer shall be liable for an immediate additional liquidated damages payment of \$75 plus further liquidated damages at the rate of \$10 per day from the date of receipt of notice of non-payment. This late fee shall continue without limitation until delinquent payment together with all liquidated damages are fully paid. Such liquidated damages shall be in addition to any and all remedies, which the Union shall have against the employer under this contract.

C. The late payment is payable to the artist and shall not be subject to agent's commission or H&R contributions.

D. Payments to performers under this Code constitute wages and as such are subject to withholding, Social Security, and Unemployment and Disability Insurance Taxes as required by law.

5. REPORTS

The Signatory agrees to complete and furnish to SAG-AFTRA a form, to be provided by SAG-AFTRA, indicating the specifics for the job covered by this Code. Such form shall indicate, among other things, the following: Employer's name, each performer's name and Social Security number, type of work performed, date the job was done, cycle(s) of use, amount of gross payment to each performer and H&R amount.

6. 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.

7. RATIFICATION

This agreement shall be subject to ratification by the SAG-AFTRA New Orleans Local Board and by the National Board of SAG-AFTRA, or its designee, and shall not become binding upon the parties until so ratified.

8. TERM OF AGREEMENT

The expiration 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.

9. 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.

10. "SCHEDULE OF MINIMUM RATES AND FEES"

Attachment A "Schedule of Minimum Rates and Fees" shall be part of this Code.

11. NATIONAL COMMERCIAL CODES

Terms and conditions in the **2013 SAG-AFTRA Commercials Contracts** and the **2013 SAG-AFTRA Radio Recorded Commercials Contract** not specifically amended herein, shall be part of this agreement.

Any commercial covered by this Code produced or used outside the States of Louisiana and Mississippi shall be covered by all the terms and conditions of the **2013 SAG-AFTRA Commercials Contracts** or the **2013 SAG-AFTRA Radio Recorded Commercials Contract**, whichever applies.

12. LETTER OF ADHERENCE

Employers shall indicate their acceptance of the terms and conditions of this Code by signing and returning to **SAG-AFTRA Miami (7300 N. Kendall Drive, Suite 620, Miami, FL 33156-7840)** a Letter of Adherence.

**Attachment A
2013 New Orleans Local Code
for Television and Radio Recorded Commercials**

SCHEDULE OF MINIMUM RATES AND FEES

NEW ORLEANS TELEVISION RATES AND FEES

	On-Camera		Off-Camera	
1 YEAR			\$1064	\$819
13 WEEK			\$355	\$273
1 WEEK	\$207			\$186
SESSION FEE	\$186			\$164
TAGS	\$76		\$55	

(Session fee includes first tag; subsequent tags at same session are paid each as per above.)

HAND MODELS	\$105	13 week	\$328	Unlimited use (21 months)
EXTRAS	\$99	13 week	\$175	Unlimited use (21 months)

NEW ORLEANS RADIO RATES AND FEES

1 YEAR	\$426
13 WEEK	\$142
1 WEEK	\$98
SESSION FEE	\$76
TAGS	\$43 each

(Session fee includes first tag; subsequent tags at same session are paid each as per above.)

FEES FOR USE IN MARKETS WITHIN MISSISSIPPI AND LOUISIANA, OTHER THAN NEW ORLEANS

A. TELEVISION On-Camera & Off-Camera:

New Orleans Made in/Played in session fee plus units for each city. (Each Unit = \$10)

B. RADIO

New Orleans Made in/Played in session fee plus units for each city. (Each Unit = \$7)

C. Markets and Unit weights:

- Baton Rouge = 2 units
- Lafayette = 2 units
- Shreveport = 2 units
- Other markets = 1 unit each

PUBLIC SERVICE ANNOUNCEMENTS (Television and Radio)

13 week rate for up to one year of use

P & H / H & R CONTRIBUTION RATE: 16.8%