



2013 -2016

Users' Guide to the Northwest Regional Code

**A handbook for performers and producers doing union
commercials made in and played in the Pacific Northwest**

Applicable to commercials produced between Effective Date of Code and 3/31/2016

About this book

This book is a one-stop guide for talent and producers working under the 2013 – 2016 Northwest Regional Code of Fair Practice – the union contract for making local commercials under SAG-AFTRA contracts in the Pacific Northwest.

The Northwest Regional is not a stand-alone union contract. It is actually a regional waiver to some of the requirements of the SAG-AFTRA contracts that cover national commercials. The Northwest Regional Code offers specific terms and rates, customized through collective bargaining, exclusively for spots that are made in and played in the states of Oregon, Washington, Alaska, Idaho and Montana.

This book has two sections:

- **Part 1 is the Northwest Regional Code**, containing the actual contract language specific to the region.
- **Part 2 is the Digest to the Northwest Regional Code**, which is a guide to the basic procedures for working under this contract. This is a way to find quick answers to basic questions. Please note that this section includes both legally-binding contract language excerpted from the national contracts as well as simple explanations of the provisions.

Following these two sections are some relevant forms mentioned in the document, as well as a subject index.

It is our hope that you find this book to be useful in finding the information you need. Please remember that SAG-AFTRA staff in Seattle are always available to help as well.

Sincerely,

Brad Anderson
SAG-AFTRA Seattle Executive Director

Part 1:

The Northwest Regional Code

SECTION I - General Provisions of Code

1. COVERAGE OF CONTRACT

It is agreed that the rates and conditions in this SAG-AFTRA Northwest Regional Code of Fair Practice shall apply to all Performers as described below when employed in commercials made-in and played-in any or all of the following states: Washington, Oregon, Idaho, Montana and Alaska. It is agreed that terms and conditions not set forth in this Code shall be specified in the applicable AFTRA, SAG or SAG-AFTRA National Codes. It is further understood and agreed that any and all signatories to this regional contract are also bound to abide by the applicable AFTRA, SAG or SAG-AFTRA National Codes with regard to rules, rates, terms and conditions for all performances not specifically addressed in this Agreement.

A. TERMS 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.

B. 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.

B. EXCLUSIVITY

Principal performer exclusivity shall be limited to those commercials produced and utilized only within the geographical boundaries within Washington, Oregon, Idaho, Montana and Alaska. Exclusivity does not apply to radio commercials.

SECTION II – Compensation

1. MINIMUM WAGES & WORKING CONDITIONS

- A. The wages and working conditions set forth in this Agreement are minimum wages and working conditions for the employment of Performers under this Agreement, and no waiver can be made of these wages and working conditions without the written consent of SAG-AFTRA to such a waiver.
- B. Performers may negotiate and obtain from the Producer better terms and conditions, including rates in excess of those set out in this Agreement. Any Performer engaged to perform services on terms and conditions over and above the minimum rates and conditions set forth in this Agreement shall nevertheless be entitled to the protection and benefits of all other provisions set forth herein.
- C. No commission or fee may be charged to the Performer which reduces his or her wages below the minimums set forth in this Agreement. This applies to both the fees for the original performance and the fee for any subsequent re-use or re-play of the performance.

2. MEMBER REPORTS (TALENT CONTRACTS)

- A. Filing of the SAG-AFTRA Member Report (Talent Contract) is the responsibility of the Performer within forty-eight (48) hours after the session.
- B. The Unions and the Producer recognize that sending Member Reports (Talent Contracts) to the applicable SAG-AFTRA office is necessary and required in connection with any performance under this Agreement. The form provided by the Unions shall be used and shall be filed as set forth below:
 - (1) The Producer agrees to sign the form when requested to do so by the Performer. It is understood and agreed that the document shall constitute a contract between the Performer and the Producer, as well as a statement of charges for the services indicated. There is no obligation on the part of the Performer to provide a separate billing to the Producer.
 - (2) The Performer shall give one (1) copy of the Member Report (Talent Contract) to SAG-AFTRA and retain one (1) copy. The Producer agrees to return the appropriate copies to the applicable SAG-AFTRA office with the contribution to the AFTRA Health and Retirement Fund/SAG Pension and Health Fund.
- C. In the case of upgraded use or re-use, the Producer agrees to file the SAG-AFTRA Member Report (Talent Contract), sending the Performer's talent payment check and the Health and Retirement contribution to the SAG-AFTRA office.

- D. In the case of employment of a Performer who is not a member of SAG-AFTRA, the Producer agrees to file with the applicable SAG-AFTRA office, within fifteen (15) days of the session, one (1) copy of the SAG-AFTRA Member Report (Talent Contract) giving the non-member's name, Social Security, mailing address and the non-member's first date of employment.

3. **PAYMENT**

- A. Payment to all Performers shall be by check made payable to the Performer and delivered to the applicable SAG-AFTRA office within thirty (30) days of the date of the session, commencement of re-use, or upgrade. Payment may not be received in trade-out for goods or services.
- B. If the Producer fails to make proper payment within thirty (30) days of the performance, he or she shall be assessed a charge for late payment of \$5.00 a day for each business day thereafter until payment is made, up to a maximum of \$350.00.
- C. The Producer shall indicate the identifying name or number assigned to the commercial.
- D. The Union reserves the right to require any Producer who is more than ninety (90) days delinquent in payment of fees required by this Agreement to pay future engagements in advance until delinquent payments are brought current. Such advance payment must be made by certified check and delivered to the SAG-AFTRA office at least 24 hours in advance of the engagement.
- E. A Producer who fails to make proper payment or pay applicable late payment charges as outlined above within a maximum period of ninety (90) days from the date of the session will relinquish all rights to the use of a commercial. If a Performer has been inadvertently over-paid, he or she must return that over-payment to the Producer within sixty (60) days of notification, or within a period of time mutually agreed upon between Producer and Talent. If, however, the Performer is not notified of the over-payment within six (6) months of the session date, the Producer cannot require the Performer to return the over-payment.

SECTION III - Exceptions to Code

1. **WAIVERS**

- A. No waiver by any Performer of the wages or working conditions set forth in this Agreement shall be effective unless and until the written consent of SAG-AFTRA is first obtained.
- B. SAG-AFTRA will promptly consider requests for waivers of terms and conditions of this Agreement when requested in writing by the Producer. Such waivers are subject to the approval of the local SAG-AFTRA Board.
- C. The acceptance of payments by a Performer for any work performed under this Agreement shall not be deemed a waiver by the Performer or constitute a release or discharge by the Performer of one's rights under this Agreement, regardless of any notations, releases, or discharges on checks, cancellations or the like unless SAG-AFTRA's prior written approval has been obtained.

2. **PUBLIC SERVICE ANNOUNCEMENTS**

- A. The Union, cognizant of the importance of public service announcements and government agency messages to the welfare of our Country, will follow a liberal policy in granting waivers of additional compensation for use of messages produced and used under the auspices and/or on behalf of the various Federal, State and local governmental agencies, non-profit public service organizations, charities and museums.

The Union waives the application of this Code to persons regularly employed by and volunteers regularly serving a sponsoring organization as well as members and beneficiaries of such organization. As used herein, the term "beneficiary" shall apply only to non-profit public service organizations and charities, and shall mean a person for whose benefit the organization is authorized to receive and disburse funds and/or benefits in accordance with such organization's stated purposes.

- B. Waiver of use fees and/or minimum fees may be granted by the Union, with the consent of the Performer. Requests for waivers shall be made in a timely manner to, and shall receive timely response from the Union. The Producer shall obtain a waiver from the Union before engaging the Performer, provided the Performer consents to such waiver.

Provided a waiver for an initial one year period has been obtained pursuant to the foregoing paragraph, and provided the Performer's prior written consent has been obtained and filed with the Union, the Union shall grant a waiver for additional one year use periods without additional compensation to the Performer. Notwithstanding the foregoing, any individual Performer shall have the right to negotiate for compensation for such extended use.

- C. To qualify as a Public Service Announcement under the terms of this Code, the production must be produced by a Signatory to the AFTRA, SAG or SAG-AFTRA Codes and media time must be donated by stations.
- D. Subsequent use of the Public Service Announcement shall be subject to negotiation and agreement between the Union and the Signatory Producer, subject to Performer's written consent.

- E. It is further understood that:
- (1) No broader use of these commercials may be made than in the past; i.e., use is limited to television or radio exhibition, provided air time is donated, exhibition within the sponsoring organization or industrial use in donated facilities.
 - (2) The term "charities" is intended to include only such charities as has been covered by this article.

SECTION IV - Periods & Categories of Use

1. USE CYCLES

The first use cycle of a commercial shall begin on the date of the first use or thirty (30) days after performance, whichever comes first. For example: if a commercial is recorded on May 17th the first use cycle against which the session fee may be credited may begin on the date of first use, or on June 16th whichever occurs first.

Absent a written deal memo or other contract between the Agent/Performer and the Producer at the time of booking and before the job itself begins, the Producer is required to pay only for the appropriate session and not for use unless and until the payment is due. Any usage indicated on the Member Report (Talent Contract), including a one-year unlimited use buy, is potential usage and not binding upon the Producer.

A. THIRTEEN WEEK CYCLE RATES:

For wild spot use on stations in the designated market areas for one (1) period of thirteen (13) consecutive weeks.

B. ONE YEAR UNLIMITED USE:

Principal Performer shall be informed at the time she/he is auditioned or interviewed for a job or, if there is no audition or interview, at the time she/he is engaged, whether the commercial is intended to be a "One Year Unlimited Use" Commercial.

- (1) **ORIGINAL USE:** Wild spot use may be permitted for one (1) year following the date of session, on stations in the designated market areas. To qualify for such rates, the Producer must make payment within thirty (30) days of the session.
- (2) **USE BEYOND ONE YEAR:** Any use of a One Year Unlimited Use commercial beyond the first year of paid for use will require payment of an additional unlimited use fee of seventy-five percent (75%) of the original One Year Unlimited Use fee. Payment of the additional buyout fee will qualify the commercial for a use period of nine (9) additional consecutive months (to a maximum of twenty-one (21) consecutive months from the date of session). Any further use of the commercial will require the advance written permission of all Principal Performers and the payment of the appropriate use fees to all Performers. The minimum rates and fees then in effect shall apply.

C. TWO WEEK CAMPAIGN RATES:

For wild spot use on stations in the designated market areas for one (1) period of fourteen (14) consecutive days.

- (1) **NOTICE OF TWO WEEK USE:** Prior to the actual production of a Two Week Campaign commercial, the Producer shall notify all Performers that the commercial is a Two Week Campaign commercial and will fall under the terms and conditions of this Section. All payment and use reports will specify use of the commercial as a Two Week Campaign commercial.
- (2) **DATE OF FIRST USE:** If a Two Week Campaign commercial is not broadcast within thirty (30) days of the date of session, it shall be deemed a dead commercial and may not be used without payment of an additional fee, equal to the original fee.
- (3) **REUSE:** Two Week Campaign commercials may be re-used past the original Two Week Campaign at the original fee for an additional 13 week or 2 week payment.

2. RE-USE & RE-PLAY (Residual) PAYMENT

TO MAINTAIN EXCLUSIVITY FOR TELEVISION, A SESSION FEE MUST BE PAID EVERY THIRTEEN (13) WEEKS WITHOUT LAPSE. THERE SHALL BE NO EXCLUSIVITY FOR RADIO.

- A. Compensation to Performer is based both on the services which the Performer renders and on the use which is made of the performance. Rates for specific uses are set forth in the Schedule of Rates and Fees and made part of this Agreement.
- B. Subject to the other conditions of this article, the cycles, periods, and other conditions of re-use shall be the same as for an original use except as provided for in Article 14, Paragraph "C", Subsection 3 (Two Week Campaign). Payment of all re-use fees is due at the commencement of re-use.
- C. A Producer may downgrade re-use fee to applicable rate if played in a smaller market. If Principal Performer is downgraded through the editing to an extra, then re-use may be paid at the extra rate.

- D. The right of a Performer to compensation for the use and re-use of his or her recorded performance shall be a vested right and shall not be affected by the expiration of this Agreement or by any act on the part of the Employer.
- E. Whenever a recorded performance is re-used or re-played, the Producer agrees to advise SAG-AFTRA promptly in writing on the SAG-AFTRA Member Report (Talent Contract). Such form shall be filed with the applicable SAG-AFTRA office within thirty (30) days of the commencement of re-use or re-play and shall indicate the preceding use, the intended re-use, and any changes which affect the wages of the Performer.
- G. If a Producer fails to make proper payment of re-use fees or penalties as provided above within ninety (90) days of commencement of re-use of the spot, the Producer shall be deemed to have relinquished all rights to the use of such commercial.
- H. **FOR TELEVISION ONLY:** If there is any lapse in payment greater than thirty (30) days from the expiration date of paid-for-use, a Producer may not re-use a television commercial without the prior consent of the Performer. Such agreed-to reinstatement shall be subject to the minimum terms and conditions of the Agreement then in effect.
 - (1) Any lapse in payment greater than thirty (30) days from the expiration date of paid-for use, releases the Performer from any exclusivity with the Producer.
 - (2) Producer must notify the Performer in writing of intended re-use prior to the expiration date of the paid-for use period. Failure by the Producer to give such notice shall deny his use of the commercial except by consent of the Performer. Payment of re-use shall be in accordance with Paragraph "D" above. Should the Producer desire exclusivity, payment to Performer shall be at the appropriate thirteen (13) week cycle rate.
 - (3) If the Producer fails to obtain permission from the Performer(s) prior to re-use, a charge equal to the session fee then in effect shall be levied against the Producer for each Performer.
- I. At the Performer's request, the Producer shall provide the Performer with a schedule of intended use for the performance including such intended re-use or re-play as may be known at the time of request.

3. **MAXIMUM PERIOD OF USE**

At the conclusion of the twenty-one (21) month period should the Producer elect to continue use of the commercial, the proper payment for use shall be at the contract rate in effect at the time that re-use is instituted.

4. **MULTIPLE COMMERCIALS**

- A. **DEFINITION:** Two or more television commercials produced at one session and intended for contiguous use (no lapse) or two or more radio commercials.
- B. The thirteen (13) week cycle for at least one such multiple commercial shall begin within thirty (30) days of the date of session.
- C. The thirteen (13) week cycle for additional commercials so produced may begin in consecutive thirteen (13) week periods.

5. **SEASONAL COMMERCIALS**

- A. **DEFINITION:** A Seasonal Commercial is a commercial which is especially related, by audio or visual reference, to a particular "season", such as a commercial designed for use as a Christmas Commercial, June Bride Commercial, Valentine's Day Commercial, Spring Changeover Commercial, etc.
- B. If a Performer is engaged for a Seasonal Commercial, it shall be so stated in his or her SAG-AFTRA Member Report (Talent Contract).

All the terms and conditions of this contract shall apply to Seasonal Commercials except as follows:

- (1) A Seasonal Commercial may be used for a period not to exceed one thirteen (13) week cycle, plus an optional continuous period of not more than two (2) consecutive additional weeks in the next cycle, in a season. If the Commercial is used for more than such period it shall not qualify as a Seasonal Commercial.
- (2) The maximum period of permissible use of a Seasonal Commercial for all categories of Performers shall be two consecutive seasons, provided the commercial is used as a Seasonal Commercial in the first season. Additional periods of use may be obtained, with the consent of the Performer(s).
- (3) If the Producer intends to use a commercial as a Seasonal Commercial for a second season, the Performer shall be paid a session fee, which shall not be credited. Such session fee shall be due thirty (30) days after the end of the thirteen (13) week (or optional fifteen (15) week) period, and if not so paid, the right of the Producer to use the commercial shall terminate.
- (4) Where a Producer continues the use of the seasonal commercial beyond the first cycle, applicable use fees for use in the second cycle shall be payable, and no part of such fees paid for the second cycle may be credited against the session fees required by Paragraph "B(3)" herein to hold the use of the commercial for an additional season.

- (5) No exclusivity may be required by Producer with respect to the Principal Performer's employment in Seasonal Commercials. If exclusivity is required by Producer, the commercial shall not qualify as a Seasonal Commercial.

6. **EXCLUSIVITY FOR TELEVISION ONLY**

TO MAINTAIN EXCLUSIVITY, A SESSION FEE MUST BE PAID EVERY THIRTEEN (13) WEEKS WITHOUT LAPSE.

- A. The exclusivity to which Performers paid minimum scale may agree shall be limited to an agreement not to accept employment in commercials advertising a product that is directly competitive (i.e., a rival dog food). No exclusivity agreement may be made which extends beyond the actual period of paid-for use and re-use.
- B. Exclusivity may not be required of Performers engaged to portray disguised voices, dialects, cartoon voices and the like, or for lip-sync, or Performers engaged as extras, or group singers other than "name" groups, or Performers who appear in Seasonal Commercials.
- C. In consideration of the Producer's agreement to abide by the terms of this article and other conditions for use and re-use of television commercials set forth herein, the Unions agree to waive the Holding Fee provision as set forth in SAG-AFTRA National Television Commercials Contract for television commercials produced under this agreement. If a commercial is made under the terms of the National SAG-AFTRA Television Commercials Contract, the national provision on Holding Fees applies.

7. **TAGS**

- A. **DEFINITION:** A "tag" is the introduction, center insert and/or ending to a commercial made for a designated advertisement which may be changed without changing the body of the commercial to indicate a local dealer's name, address, telephone number, a local price, or local timetable and shall be no longer than ten (10) seconds in length for a thirty (30) second spot and fifteen (15) seconds in length for a sixty (60) second spot.
- B. A Performer employed to record a commercial who also makes dealer identifications or tags, shall be compensated for each tag, beyond the first one.
- C. A Performer who is employed for the sole purpose of making dealer identifications or tags to previously recorded commercials shall be paid a Session Fee and the tag rates as set forth in Article 31, Rates and Fees.
- D. A recorded tag may be used for more than one commercial, but each such use must be compensated as if each tag had been newly recorded for each commercial.
- E. When a commercial with a tag enters a new cycle of use, re-use fees must be paid for the commercial at the "commercial rate" and the tag at the "tag rate".
- F. If tags are done at the same session as commercial(s) and all are for the same client, only one session fee shall be required.

8. **STORECASTING**

- A. **DEFINITION:** Storecasting is the presentation to the public in the advertiser's place of business of any portion of a commercial produced for and used on air.
- B. **USE:** Where storecasting is used in or indicated on the SAG-AFTRA Member (Talent Contract), payment shall be thirty five percent (35%) of the Performer's broadcast use fee for each commercial so used. It is understood that for this payment to apply the storecasting must occur during the same time period as broadcast use. Should the commercial be used for storecasting at a time outside the period of paid-for broadcast use, the full appropriate National Non-Broadcast rate shall apply.

9. **AUDITIONS**

- A. **DEFINITION:** Auditions are individual voice and/or appearance tests of Performers for the sole purpose of determining the competitive merits of Performers and they shall not be used to audition copy or material for the Producer. (See Article 23, CLIENT DEMOS)
- B. Auditions may be made without compensation. If the audition is to be recorded, that fact shall be made known to the Performer prior to the audition. The Producer agrees not to use this privilege unreasonably. Audition calls shall be staggered so that the total time involved for each individual Performer shall not exceed the continuous span of sixty (60) minutes. Any time in excess of that shall be compensated at the rate of \$25.00 per hour computed in half-hour increments.
- C. Any Performer who auditions for a commercial as a member of a group of singers or dancers shall, in the event the group is accepted for the performance, be considered a member of the group and may not be replaced without justifiable cause or without SAG-AFTRA and the Producer's consent as long as the group is engaged for the commercial.
- D. Auditions may be recorded, subject to the provision of Paragraph "A". Any other use shall be subject to permission from the Performer and subject to appropriate compensation under this code.

E. Producers shall use the standard Audition Report Form for all auditions (EXHIBIT E in the National Television Commercials Codes) and shall send such forms to the nearest Union office monthly.

10. **CLIENT DEMOS**

A. **DEFINITION:** A recording, made at an audition or other session, to demonstrate to a prospective advertiser how his/her commercial(s) will look and/or sound.

B. If the performance is to be recorded as a "client demo" that fact shall be made known to the Performer prior to the audition or other session, and the Performer shall be compensated at the applicable rate for Non-Air Commercials (demos) set forth in the Schedule of Rates and Fees. If the material recorded is re-played or broadcast the full fee for the performance as set forth in the Schedule of Rates and Fees of this agreement shall apply. The client demo fee may not be credited against the session and use fees.

SECTION V - Additions & Alterations

1. **EDITING**

A. Except as provided in paragraph B below, when a performance in a commercial is lifted and edited into another commercial, the Performer who appears or is heard in the new commercial shall be paid the applicable use and re-use fee for such performance in the new commercial.

B. **TELEVISION ONLY:** Original Commercial must be in a paid-for use cycle; if not, then refer to Article 8 (H) Re-Use and Re-play Terms and Conditions.

C. **MECHANICAL EDITING OR "LIFTING" AN ADDITIONAL COMMERCIAL:** The Producer may "lift" a shorter version of a television commercial (typically ten seconds in length) from another television commercial of greater length without payment of additional talent fees to the Performer, provided that:

(1) The "lifted" commercial does not run outside of the contracted-for use of the longer commercial.

(2) The Principal Performer is not required to again perform in a shorter or longer version of the original commercial. (NOTE: Such versions shall be deemed to be additional commercials which shall require payment of an additional session fee and applicable use fees for each such additional commercial for each such Principal Performer.)

(3) If different versions of a commercial are photographed or are recorded off-camera, they cannot be deemed edited versions and shall in all cases be deemed separate commercials..

D. **DIRECTORIAL CHANGES:** In accordance with past practice, directorial changes based upon the director's discretionary judgment and creative skills may be made in the course of photography or recording without such changes constituting additional commercials, provided that such changes relate to the specific storyboard, script and fundamental concept of the commercial.

E. If a Producer wishes to recall a Performer for the purpose of correcting an error in copy he may do so prior to airing of the commercial and shall pay the Performer one-half (1/2) a session fee for the re-recording session. The recall session shall not exceed one-half (1/2) hour for radio and two (2) hours for television. This provision shall not be construed so as to permit the introduction of any new material into the commercial. If the commercial is substantially re-done, payment of a new session fee shall be made.

F. Payment shall be as provided in Article 4, Payment.

2. **DOUBLING**

A. **DEFINITION:** "Doubling" is the performance of more than one role in a commercial except when it is part of an act, such as that of a ventriloquist or puppeteer.

B. When a Performer doubles, as defined above, he or she shall be paid the appropriate fee for each role performed.

3. **MULTIPLE TRACKING & SWEETENING**

A. **DEFINITION:** "Multiple Tracking" is re-recording over the original track or adding an additional track, electronically or mechanically, containing the same material as recorded on the original track. "Sweetening" is the addition of a new or variant track over the original track.

B. All singers, whether solos or duos or Group Performers, shall receive an additional fee of fifty percent (50%) of the original fee for an unlimited number of tracks in multiple tracking or sweetening.

C. Upgrading and re-use fees shall be increased by the same percentages. The provisions of this article do not apply to jingles and audio logos.

D. This provision does not apply to a Performer who records over his or her own voice during the same session solely for the purpose of enhancement of the original voice. In this instance, entitlement is the single person fee.

4. **DUBBING**

- A. **DEFINITION:** "Dubbing" is the substitution of another Performer's voice for the recorded voice of an on-camera Performer.
- B. The voice of a Performer shall not be dubbed, as that term is defined above, without the Performer's written consent.
- C. The Performer engaged to dub will be paid the appropriate commercial fee.

SECTION VI - Performer Calls

1. **ENGAGEMENT OF PERFORMER**

- A. A Performer shall be considered engaged for performance in any of the following circumstances.
 - (1) When the Performer is given written notice of acceptance;
 - (2) When a form signed by the Producer is delivered to the Performer, or when an unsigned contract is delivered to the Performer and is executed by the Performer and returned to the Producer within forty-eight (48) hours;
 - (3) When a script is delivered to the Performer (except when the script is for an audition or interview or for the purpose of permitting the Performer to see if he or she desires the engagement);
 - (4) When the Performer is fitted for wardrobe;
 - (5) When the Performer is given a verbal call which he or she accepts.
 - (6) The Performer shall be definitely engaged if the Producer requests the Performer to "hold" a specified date.
- B. A Performer shall be informed at the time he or she is auditioned or interviewed for a job, or if there is no audition or interview, at the time a Performer is hired for a job, in what category of performance he or she is to be employed, i.e., Principal Performer, Group Performer, or Extra. The Performer shall also be informed of where and when he or she will be required to perform, the number of commercials to be produced, what use will be made of the performance and the anticipated wages to the extent that it is known by the Producer at that time.
- C. Once an engagement is made by the Producer and accepted by the Performer, the contract, whether written or verbal shall be binding on both parties.

2. **WEATHER PERMITTING CALL**

- A. **DEFINITION:** A "weather permitting call" is a call or agreement between a Performer and a Producer at the time of engagement where it is mutually agreed that the engagement and call is subject to the existence of weather conditions appropriate for the performance and that if weather conditions are not appropriate, the engagement may be rescheduled without penalty to the Producer.
- B. Weather permitting calls shall be issued for outdoor locations only.
- C. Any time prior to the Performer's departure for the location site, or such earlier time as may be mutually agreed upon, the Producer may notify the Performer engaged under a weather permitting call that weather conditions are not appropriate. If the Performer has not been notified and has arrived on location he or she must be paid the agreed upon amount.
- D. In the event a weather permitting call is postponed, it shall be rescheduled as soon as weather conditions and other production capabilities and scheduling permit to a date within forty-five (45) days following the original call. The Performer shall advise the Producer of any possible conflicts during the period.
- E. If a weather permitting call is not completed within forty-five (45) days following the original call, the Performer shall be paid session fee (scale or overscale) for which he or she was engaged.

3. **CANCELLATION OR POSTPONEMENT OF CALL**

- A. The Producer shall have the right to cancel any call without payment because of impossibility of production due to "Force Majeure".
- B. If an engagement is canceled by the Producer for any reason other than the Performer's illness, default or other incapacity, the Producer agrees to pay the Performer fifty percent (50%) of the session fee if the cancellation occurs within two (2) days or forty-eight (48) hours of the call.
- C. Any call may be postponed by the Producer upon twenty-four (24) hours' notice. Such postponement shall be to a date and time agreeable to both Producer and Performer. If the postponed session has not occurred within thirty (30) days from the date of the original call the full amount of the original engagement must be paid to each Performer so engaged.
- D. Once a Performer has appeared on the set or location without notice of cancellation or postponement, the Performer must be paid the agreed upon amount.

4. **DISMISSAL OF PERFORMER**

- A. If at a production session a Performer is unable to complete the agreed upon engagement to the satisfaction of the Producer, the Performer may be dismissed and paid the applicable minimum session fee, provided the Performer is notified at the session of the reason for the dismissal.
- B. It is understood and agreed that if the material produced at a session in which a Performer is dismissed for unsatisfactory performance is later used, the Performer will be paid at the agreed-upon rate for such material used.

SECTION VII - Job Conditions & Amenities

1. **SESSION TIME**

- A. **DEFINITION:** A continuous period of time in a single day's production, which includes rehearsal, preparation and performance for a single client.

B. **TELEVISION COMMERCIALS:**

- (1) **ON-CAMERA PERFORMERS:** The allowable session time for all on-camera Performers, including extras, is eight (8) hours excluding meal periods. Additional time shall be paid as overtime.
- (2) **OFF-CAMERA PERFORMERS:** The allowable session time for all off-camera Performers is two (2) hours per spot. Additional time shall be paid as overtime.

C. **RADIO COMMERCIALS:**

The allowable session time for all radio Performers is one (1) hour per spot. Additional time shall be paid as overtime.

2. **OVERTIME**

A. **TELEVISION COMMERCIALS:**

- (1) **ON-CAMERA PERFORMERS:** If an on-camera Performer works more than eight (8) hours in one day, the ninth and tenth consecutive hours of employment, excluding meal periods, shall be deemed overtime and paid at one and one-half (1.5) times the hourly rate paid for the first eight (8) hours. Overtime hours in excess of ten (10) consecutive hours of employment, excluding meal periods, shall be paid two (2) times the hourly rate of pay for the first eight (8) hours. For purposes of figuring overtime, all time spent in rehearsal, performance, makeup, wardrobe, hairdressing, and fitting on the day of performance shall be work time.
- (2) **OFF-CAMERA PERFORMERS:** If an off-camera Performer works more than two (2) hours per spot the additional session time shall be paid at the rate of forty-five dollars (\$45.00) for the first hour or part thereof and thereafter, at the rate of twenty-three dollars (\$23.00) for each one-half (1/2) hour or part thereof.

- B. **RADIO COMMERCIALS:** If a radio Performer works more than one (1) hour per spot, the additional session time shall be paid at the rate of forty dollars (\$40.00) for the first hour or part thereof and thereafter, at the rate of twenty dollars (\$20.00) for each one-half (1/2) hour or part thereof.

- C. **GENERAL PROVISIONS:** No commercial made under the provisions of this agreement shall be subject to any additional premiums for night and/or weekend work.

3. **TRAVEL**

- A. No travel compensation will be paid for performances located within the "Defined Work Zone as described below:

- **SEATTLE:** The area of a circle with a radius of twenty miles and a center at the intersection of Fourth Avenue & Pike Street.
- **PORTLAND:** The area of a circle with a radius of twenty miles and a center at the intersection of SW Alder Street and SW Broadway.

- B. A Performer required to provide his/her own transportation to a performance, outside of the "Defined Work Zone" shall be paid at such rate as is currently allowed by the IRS from Fourth & Pike in Seattle, or SW Alder Street and SW Broadway.

SECTION VIII - Industry ~ SAG-AFTRA Relations

4. **INDUSTRY/UNION STANDING COMMITTEE**

The Industry/Unions Standing Committee shall consist of three (3) duly appointed industry representatives and three (3) duly appointed Union representatives or their duly appointed successors. The Committee shall meet from time to time upon the request of either party and may establish such regular meetings as it deems proper. The Committee shall have the following functions:

- A. To discuss, investigate and make recommendations as to the solution of problems arising in the construction, interpretation and administration of this Agreement, and as to any abuses or grievances, which arise during the term hereof affecting the Performer/Producer relationships generally and for which no remedy is provided for hereunder.
- B. To make every effort to prevent and remedy abuses arising under this Agreement; to eliminate tension; to promote cooperation and to assist in a mutual understanding of the problems of the Producer and Performer.
- C. To discuss, investigate and make recommendations with respect to any and all matters affecting the operation and application of this Agreement, and which will aid in promoting harmonious Performer/Producer relationships.
- D. To specifically discuss producer concerns about the relationship between cable rates and unit fees in multi-unit broadcast markets within the region, in anticipation of more in-depth analysis of the issue during the negotiation of this Agreement's successor.

5. **DURATION CLAUSE**

This contract shall be known as the 2013-2016 Northwest Regional Code of Fair Practice, and shall become effective September 1, 2013 and shall continue in full force and effect through March 31, 2016.

6. **RATES AND FEES**

The following pages outline rates, fees and market information applicable to work under this contract.

Television Rates and Fees

General Provisions

One client per session fee.

The H&R/P&H percentage of 16.8% is computed on the total compensation paid to Performer including agent commission, if applicable, but not misc. expenses.

TV Wild Spots

The rates below are for TELEVISION commercials one (1) minute or less in length. The rate for commercials more than one (1) minute but not more than three (3) minutes in length is 150% of the one (1) minute rate. The rate for commercials more than three (3) minutes but not more than five (5) minutes in length is 250% of the one (1) minute rate. For cable rates and units, please see the relevant section.

SESSION & USE FEE

Buys one (1) unit. ADD units for larger or additional markets.

<i>Per Spot</i>	13 WEEK CYCLE		2 WEEK CAMPAIGN	
	<i>On-Camera</i>	<i>Off-Camera</i>	<i>On-Camera</i>	<i>Off-Camera</i>
Principal Performer	\$485.50	\$363.50	\$413.50	\$308.50
Group Performer	354.00	204.50	301.00	174.00
Extra Performer	180.00	N/A	151.50	N/A

Unlimited use of an extra performer: \$264.00

UNITS

On-camera	\$21.50
Off-camera	\$15.00

For the second (2nd) unit and each unit thereafter ADD the above amount to the session fee. This does NOT apply to extras. The only weighted markets in the region are Seattle/Tacoma (4 units) and Portland/Vancouver, WA (3 units). All other regional markets are one (1) unit each.

Producer may buy one year of unlimited use for 250% of Session & Units/Use Fee.

SESSION & USE FEE FOR SINGLE (UNWEIGHTED) MARKET ONLY

For use limited to an “unweighted market,” such as Spokane or Bend. Rate may NOT be used for a buy of combined unweighted markets. Use the Session & Use Fee table instead. Rate may NOT be used for Seattle/Tacoma or Portland, as they are “weighted markets.” Use the Session & Use Fee table instead. This rate is for a single unweighted market ONLY, *i.e., no units may be added.*

<i>Per Spot</i>	13 WEEK CYCLE		2 WEEK CAMPAIGN	
	<i>On-Camera</i>	<i>Off-Camera</i>	<i>On-Camera</i>	<i>Off-Camera</i>
Principal Performer	\$441.00	\$310.50	\$374.00	\$264.00
Group Performer	269.00	185.50	229.00	158.00
Extra Performer	173.00	N/A	145.00	N/A

Unlimited use of an extra performer: \$237.44

Producer may buy one year of unlimited use for 250% of Session & Units/Use Fee.

TV Tags

For use in the Northwest Region. ONLY one (1) Session & Use Fee is required per session for the same client whether full length commercial(s) or tags are produced. If tags are done at the same session as commercial(s) and all are for the same client, only one (1) Session & Use Fee is required. NOTE: If Performer is employed for the sole purpose of making tags, then the Performer is to be paid as a Principal Performer for the first tag, and at the tag rate for every tag thereafter. Units are not added when calculating Tag Rates.

<i>Per Spot</i>	13 WEEK CYCLE		2 WEEK CAMPAIGN	
	<i>On-Camera</i>	<i>Off-Camera</i>	<i>On-Camera</i>	<i>Off-Camera</i>
Session Fee	\$485.50	\$363.50	\$413.50	\$308.50
Tags 2 - 4	153.50	115.50	131.50	100.50
Tags 5 – 12	126.00	94.50	106.00	80.50
Tags 13 – 25	70.00	51.00	59.50	44.50
Tags 26 +	39.00	27.50	28.50	24.50

Producer may buy one year of unlimited use for 250% of Session & Tags Fee.

TV Demos

If the spot is subsequently aired, the appropriate Wild Spot or Tag Fee is required in addition to the Demo Fee.

<i>Per Spot</i>	<i>On-Camera</i>	<i>Off-Camera</i>
Principal Performer	\$362.50	\$181.50
Group Performer	265.00	96.50
Extra Performer	103.88	N/A

Radio Rates and Fees

General Provisions

One client per session fee.

The H&R percentage of 16.8% is computed on the total compensation paid to Performer including agent commission, if applicable, but not misc. expenses.

Radio Wild Spots

The rates below are for RADIO commercials one (1) minute or less in length. The rate for commercials more than one (1) minute but not more than three (3) minutes in length is 150% of the one (1) minute rate. The rate for commercials more than three (3) minutes but not more than five (5) minutes in length is 250% of the one (1) minute rate.

SESSION & USE FEE

Buys one (1) unit. ADD units for larger or additional markets.

<i>Per Spot</i>	13 week Cycle	2 week campaign
Principal Performer	\$219.50	\$186.50
Group Performer	162.00	138.00

UNITS

For the second (2nd) unit and each unit thereafter ADD **\$4.10** to the session fee. The only weighted markets in the region are Seattle/Tacoma (4 units) and Portland/Vancouver, WA (3 units). All other regional markets are one (1) unit each.

Producer may buy one year of unlimited use for 250% of Session & Units/Use Fee.

SESSION & USE FEE FOR SINGLE (UNWEIGHTED) MARKET ONLY

For use limited to an *“unweighted market,”* such as Spokane or Bend. Rate may NOT be used for a buy of combined unweighted markets. Use the Session & Use Fee table instead. Rate may NOT be used for Seattle/Tacoma or Portland, as they are *“weighted markets.”* Use the Session & Use Fee table instead. This rate is for a single unweighted market ONLY, *i.e., no units may be added.*

<i>Per Spot</i>	13 week Cycle	2 week campaign
Principal Performer	\$142.00	\$121.00
Group Performer	86.00	76.50

Producer may buy one year of unlimited use for 250% of Session & Units/Use Fee.

Radio Tags

For use in the Northwest Region. ONLY one (1) Session & Use Fee is required per session for the same client whether full length commercial(s) or tags are produced. If tags are done at the same session as commercial(s) and all are for the same client, only one (1) Session & Use Fee is required. NOTE: If Performer is employed for the sole purpose of making tags, then the Performer is to be paid as a Principal Performer for the first tag, and at the tag rate for every tag thereafter. Units are not added when calculating Tag Rates.

<i>Per Spot</i>	13 week Cycle	2 week campaign
Session fee	\$219.50	\$186.50
Tags 2 - 4	76.50	61.50
Tags 5 - 12	58.50	45.50
Tags 13 - 25	32.00	25.50
Tags 26 +	18.00	15.00

Producer may buy one year of unlimited use for 250% of Session & Tags Fee.

Radio Demos

If the spot is subsequently aired, the appropriate Wild Spot or Tag Fee is required in addition to the Demo Fee.

Principal Performer	\$92.00 per demo
Group Performer	\$61.50 per demo

Northwest Regional Cable Rates

The following rates shall apply to commercial(s) produced under the terms and conditions of the Northwest Regional Code, whether use will be for "cable only" or for use on "broadcast" television and cable. If use is to be for both mediums, then payment to Performers includes the thirteen (13) week session fee and applicable broadcast market units plus the applicable cable fees from the chart below. Cable fees are based on the aggregate number of subscribers to local cable network(s) or system(s). When the total number of subscribers exceeds one (1) million, see example #1 below for calculation method. If a cable network or system has subscribers outside the geographic area of the Northwest Regional Code, then refer to the AFTRA or SAG National Television Recorded Commercials Code (whichever is applicable) for rates.

(Note: changes in on-camera group rates below apply only to dancers; all other groups retain 6-8 and 9 plus payment categories.)

On Camera

Total Subscribers (from/to)		Principal	3 to 5	6- 8 (6 or more - Dancers Only)	9 plus
1	50,000	\$6.75	\$5.50	\$4.50	\$3.75
50,001	100,000	\$13.50	\$11.50	\$9.00	\$7.50
100,001	150,000	\$20.50	\$15.75	\$13.50	\$11.25
150,001	200,000	\$27.00	\$21.00	\$18.25	\$15.00
200,001	250,000	\$33.75	\$26.50	\$22.75	\$18.50
250,001	500,000	\$67.50	\$52.75	\$45.50	\$37.00
500,001	750,000	\$101.25	\$79.00	\$68.00	\$55.50
750,001	1,000,000	\$135.00	\$105.25	\$90.75	\$74.00

Off Camera

Total Subscribers (from/to)		Principal	3 to 5	6 to 8	9 plus
1	50,000	\$4.75	\$2.00	\$1.50	\$1.25
50,001	100,000	\$9.25	\$3.75	\$3.00	\$2.50
100,001	150,000	\$14.00	\$5.75	\$4.50	\$3.75
150,001	200,000	\$19.25	\$7.50	\$6.00	\$5.00
200,001	250,000	\$23.25	\$9.50	\$7.50	\$6.25
250,001	500,000	\$46.25	\$18.75	\$14.75	\$12.25
500,001	750,000	\$69.50	\$27.00	\$22.00	\$18.50
750,001	1,000,000	\$92.50	\$37.50	\$29.25	\$24.50

Example #1: A commercial with an on-camera performer made for cable use only (no broadcast) for thirteen (13) weeks with 1,253,000 subscribers.

Rate for 1 million	\$135.00
Rate for 250,001 to 500,000	<u>\$67.50</u>
Total cable use fee due	\$202.50
Thirteen (13) week session fee:	\$485.50
Cable use fee:	<u>\$202.50</u>
Total compensation:	\$688.00

Example #2: A commercial with an on-camera Performer made for both free broadcast in a 3 unit market and cable use with 1,253,000 subscribers.

Thirteen (13) week session fee	\$485.50
Broadcast units (3 x \$21.49)	\$64.50
Cable use fee	<u>\$202.50</u>
Total:	<u>\$752.50</u>

Northwest TV Markets

The units in a statewide television media buy are:

Alaska	3
Idaho	4
Montana	5
Oregon	6
Washington	11

Use the above numbers for statewide buys. For multi-state buys, calculate units from the list below.

Market #	Cities	State
TV-1	Bend	OR
TV-2	Eugene, Coos Bay, Roseburg	OR
TV-3	Medford, Klamath Falls	OR
TV-4 (3)	Portland , Salem (OR), Vancouver (WA)	OR/WA
TV-5 (4)	Seattle, Tacoma	WA
TV-6	Tri-Cities (Kennewick, Pasco, Richland)	WA
TV-7	Spokane	WA
TV-8	Wenatchee	WA
TV-9	Yakima	WA
TV-10	Bellingham	WA
TV-11	Boise, Nampa	ID
TV-12	Pocatello, Idaho Falls	ID
TV-13	Lewiston	ID
TV-14	Twin Falls	ID
TV-15	Billings, Glendive, Miles City, Hardin	MT
TV-16	Butte, Helena	MT
TV-17	Great Falls	MT
TV-18	Kalispell	MT
TV-19	Missoula	MT
TV-20	Anchorage	AK
TV-21	Fairbanks	AK
TV-22	Juneau, Sitka	AK

Northwest Radio Markets

The units in a statewide radio buy are:

Alaska	8
Idaho	13
Montana	15
Oregon	26
Washington	28

Use the above numbers for statewide buys. For multi-state buys, calculate units from the list below.

Market #	Cities	State
R-1	Albany, Corvallis, Lebanon, Sweet Home	OR
R-2	Medford, Ashland	OR
R-3	Astoria, Seaside	OR
R-4	Baker	OR
R-5	La Grande, Enterprise	OR
R-6	Bend, Redmond, Prineville	OR
R-7	Brookings, Gold Beach	OR
R-8	Burns	OR
R-9	Coos Bay, North Bend, Coquille	OR
R-10	Eugene, Springfield, Cottage Grove, Creswell	OR
R-11	Salem, Woodburn, Dallas	OR
R-12	Florence, Reedsport	OR
R-13	Grants Pass, Gold Hill, Cave Junction	OR
R-14	Pendleton, Hermiston	OR
R-15	Hood River, The Dalles, Goldendale	OR
R-16	John Day	OR
R-17	Klamath Falls	OR
R-18	Lakeview	OR
R-19	Lincoln City, Newport, Toledo	OR
R-20	McMinnville	OR
R-21 (3)	PORTLAND/VANCOUVER, Gresham, Hillsboro,	OR/WA
R-22	Roseburg, Mvrtle Creek, Winston	OR
R-23	Tillamook	OR
R-24	Ontario, Pavett, Weiser	OR/ID
R-25	Aberdeen, Hoquiam, Raymond	WA
R-26	Anacortes, Bellingham, Blaine, Ferndale, Linden	WA

R-27	Centralia, Chehalis	WA
R-28	Chelan	WA
R-29	Ellensburg, Yakima, Toppenish, Selah	WA
R-30	Ephrata, Quincy	WA
R-31	Colfax, Pullman, Lewiston, Moscow, Orfino.	WA/ID
R-32	Colville	WA
R-33	Forks	WA
R-34	Grand Coulee	WA
R-35	Mt. Vernon	WA
R-36	Moses Lake, Othello	WA
R-37	Olympia, Shelton	WA
R-38	Omak	WA
R-39	Port Angeles	WA
R-40	Prosser, Sunnyside	WA
R-41 (4)	SEATTLE / TACOMA, Bellevue, Bremerton,	WA
R-42	Spokane, Cheney, Cour d'Alene, Wallace	WA/ID
R-43	Tri-Cities (Kennewick, Pasco, Richland)	WA
R-44	Walla Walla	WA
R-45	Wenatchee	WA
R-46	Kelso, Longview	WA
R-47	Sandpoint, Bonners Ferry	ID
R-48	St. Maries	ID
R-49	Grangeville	ID
R-50	McCall	ID
R-51	Boise, Nampa, Caldwell, Emmett, Mountain	ID
R-52	Twin Falls, Jerome, Gooding, Burley, Rupert	ID
R-53	Pocatello, Blackfoot	ID
R-54	Idaho Falls, Rexburg, St. Anthony	ID
R-55	Preston	ID
R-56	Montpelier, Soda Springs	ID
R-57	Libby	MT
R-58	Kalispell, Whitefish, Polson	MT
R-59	Missoula	MT
R-60	Hamilton	MT
R-61	Anaconda, Butte, Deer Lodge	MT
R-62	Helena	MT
R-63	Dillon, Ennis	MT
R-64	Bozeman, Livingston, Belgrade	MT
R-65	Billings, Hardin, Laurel, Red Lodge	MT
R-66	Glendive, Baker, Miles City, Forsyth, Kinsey,	MT
R-67	Havre, Shelby, Chinook, Cut Bank	MT
R-68	Glasgow, Wolf Point, Malta	MT
R-69	Plentywood, Scobey	MT
R-70	Great Falls, Lewiston	MT
R-71	West Yellowstone	MT
R-72	Nome	AK
R-73	Fairbanks, North Pole, College	AK
R-74	Anchorage, Big Lake, Wasilla	AK
R-75	Homer, Kenai, Seward, Solodotna	AK
R-76	Kodiak	AK
R-77	Glenallen	AK
R-78	Cordova, Valdez	AK
R-79	Juneau, Ketchikan, Petersburg, Sitka	AK

In Witness Whereof, we have signed this Agreement and Contract:

For the Unions:

A handwritten signature in black ink, appearing to read 'Brad Anderson', with a long horizontal flourish extending to the right.

Brad Anderson, SAG-AFTRA Seattle Executive Director

For the Producers:

Part 2:

Digest to The Northwest Regional Code

CONTRACT JURISDICTION:

The terms of this contract apply to commercials made for radio and television produced on any type of equipment, which are made in and played in the states of Oregon, Washington, Idaho, Montana and Alaska.

Under the Northwest Regional Code, all radio commercials and all TV commercials made with film, on videotape, or shot digitally are the exclusive jurisdiction of SAG-AFTRA.

All performers who perform before a camera or a microphone on commercial projects are covered by the contract and must be a professional performer and cleared to work under the applicable union contract.

For performers working for the first time under SAG-AFTRA's jurisdiction, there is a legally-required 30 day period (Taft-Hartley Act) during which performer's status is "Taft-Hartley."

Performers working within the jurisdiction of SAG-AFTRA are required to submit an application or tender an amount equal to the initiation fee and dues to the applicable union, anytime employed 30 days beyond the first date of employment in that union's jurisdiction.

If the producer hires a non-member under the Taft-Hartley requirement, they must report certain information about that performer to the union within 15 days. This includes the performer's name, Social Security number and date(s) of employment and is usually done on a specific form the union can provide.

This contract applies to all performers regardless of age. If a performer is under 4 years old, it should be reported on the member report for AFTRA Health and Retirement and on SAG Health and Pension reporting form, as appropriate.

AUDITIONS

Two auditions of up to one hour do not require compensation. For auditions longer than a continuous period of one hour, or for the third and subsequent auditions, contact the union office or refer to the applicable national contract regarding payments due.

The producer is to inform performers if the audition is being recorded, and not use audition content for any other reason except evaluating the performance.

Producer must notify performers of the type of role (principal, group, extra) at the time of audition or interview.

ENGAGEMENT

A performer is considered engaged, including but not limited to, when receiving written notice of acceptance, a script, or verbal call date. When a performer is engaged, the contract, whether verbal or written, is binding.

Performers who are union members are obligated to bring and submit the appropriate contractual documents (such as a member report/talent contract or standard SAG-AFTRA commercial form), for work performed under this contract. Producer will sign this standard contract and receive a copy.

Once a performer is engaged, producer may not (with few specific exceptions) alter the performer role category, payment, and most other provisions of the employment agreement.

PAYMENTS

Payments to performers under this agreement constitute wages and as such are subject to Federal and State income tax withholding, Social Security, unemployment and other deductions as required by law.

The producer agrees to furnish each performer with a statement specifying the name of the Producer, the period covered in the statement, the dates of the performance or use, the amount of gross payment, the amount of each deduction, and other pertinent information that may be necessary for tax purposes. In addition, the producer shall indicate the identifying name or number assigned to the commercial.

Rate of pay is based upon the performer's time spent recording the content, as well as for the use of the performer's talent in various media. As such, compensation is based on both time and use.

Under the NW Regional Code, SAG-AFTRA requires performer payment to be sent where indicated on the contract, within 30 days of the performance date.

Liquidated damage claims can be levied for late payments, and in cases of severely late payments, the producer may be required to pay upfront or have use of commercial restricted.

The producer may collect accidental overpayments, if requested, within six months of the session date.

AFTRA HEALTH & RETIREMENT FUNDS AND SAG PENSION & HEALTH PLANS

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.

Health and retirement/pension and health is payable on income, i.e., salaries, session fees, use fees, foreign use, theatrical or industrial use, and all other compensation or remuneration.

It is not payable on meal penalties, rest period violations, traveling, lodging or living expenses, late penalties, flight insurance allowance, or reimbursement for special damage.

If the producer fails to make proper payment as outlined above within thirty (30) days of performance, he or she shall be assessed a late payment charge of \$5.00 a day for each business day thereafter until payment is made, up to a maximum of \$350.00

OVERSCALE PAYMENTS & GUARANTEES

Producers may not take credit when they pay performers above the minimums required by this agreement against payments that the contracts require for a commercial's use, unless it is agreed to in writing at the time of the performer's initial employment.

Where a performer is guaranteed in his or her contract a fixed sum of money overscale, the performer may agree to credit against such fixed sum compensation for making a commercial and use fees.

With respect to stunt performers, no overscale payment for performing a stunt in a commercial may be credited against use fees.

EXCLUSIONS

SAG-AFTRA agrees to waive the provisions of this Agreement for actual employees of the advertiser who are regularly employed, and who are not professional entertainers who engage in the entertainment field

regularly, when they are photographed at their usual place of business in the course of their usual employment. (Unique circumstance may allow for offsite or after-hours shooting.)

The application of the Agreement is not waived, however, with respect to those persons who render services for the advertiser in the regular course of their business, which services by their very nature are services normally rendered under and covered by this Agreement; for example, Fashion Modeling.

The Union also waives the application of this Agreement to the following:

- Executive officers (limited to CEO, Chairman of the Board, President or equivalent) of companies delivering institutional messages as that term is understood in the industry.
- Government employees who appear in connection with their governmental duties.
- Political candidates appearing in their capacity as political candidates.
- Persons appearing in news photographs or photographs which appear incidentally and are not featured.
- Bona fide winners of contests appearing as such.

PERFORMER CATEGORIES

Under this contract, performers are classified in one of three categories - principal performers, group performers and extra performers.

Principal performers include anyone who speaks, whether seen or unseen, as well as performers who sing or dance in solos or duos, mimes, puppeteers, and any performer that "carries" the commercial by performing a non-talking role essential to the presentation of the message. Refer to the applicable AFTRA, SAG or SAG-AFTRA contract as to specific language.

Group performers appear as singers or dancers in groups of three or more. Groups may have a "leader" who will be paid as a principal performer during for the session, but will considered a member of the group for any other payments due.

Extra performers are those that do not speak any lines (except for background crowd noise), or appear as models, scorekeepers or in still photography. Extras provisions apply to television only.

Performers hired for one category but whose work falls into a higher-paying category must be considered as having worked in the higher-paying category for session, use and other fees. However, performers who are hired for on-camera work may be downgraded to off-camera work if the performer's face does not appear in the final commercial.

When a performer is hired as a principal performer but then edited completely out of the commercial, timely notification is required, and fees may apply if notice is late. See national contract for details.

MEMORIZATION

If a Performer is required to memorize copy for a commercial, the Producer shall provide the copy to the Performer twenty-four (24) hours in advance of the session.

AD-LIB OR CREATIVE SESSION

An "*Ad-lib or Creative Session*" is a work call involving ad-lib or improvisational performance where no script is provided, or when a Performer is required to deviate substantially from a prepared script in a manner created or conceived by the Performer, or to invent situations which he or she performs.

The Performer shall be paid for such services as follows:

Where the Performer's ad-lib or creative services ARE NOT USED in the production of a commercial such services shall be paid for in one-half (1/2) hour units at the rate of fifty dollars (\$50.00) per one-half (1/2) hour unit.

Where the Performer's ad-lib or creative services ARE USED in the production of a commercial, such services shall be paid for at the agreed upon session fee, plus fifty percent (50%) of such fee for each commercial so produced. part thereof and thereafter, at the rate of twenty-three dollars (\$23.00) for each one-half (1/2) hour or part thereof.

REHEARSAL

Rehearsal is defined as the reading of lines, acting, singing or dancing, in preparation for the Principal Performer's performance in the presence and under the supervision of a representative of the Producer.

Rehearsal on any day other than the day of the session shall be paid the applicable minimum session fee.

WARDROBE, MAKEUP, HAIRSTYLING & FITTINGS

On-Camera Performers who are requested to supply specific personal wardrobe, whether worn or not during rehearsal or production, shall receive a maintenance fee for such wardrobe at the following rates:

Non-evening wear – seventeen dollars and sixty-five cents (\$17.65) per costume change

Evening wear - twenty-nine dollars and forty five cents (\$29.45) per costume change

Wardrobe supplied by the on-camera Performer, which is damaged or lost in the course of employment, shall be repaired or replaced at the expense of the Producer, provided that notice of such damage or loss is given to the Producer within ten (10) days from the date of session In the case of loss or damage, reimbursement shall be made by the Producer within thirty (30) days after notification.

The Producer shall inform the Performer at the time of call if Chroma-key will be used in the production so that the Performer's wardrobe will be appropriate.

If an on-camera Performer is required by the Producer to furnish any special makeup, special hairdress, style or cut necessitating an expenditure, the Producer agrees to either furnish such special makeup, hairdress, style or cut or to reimburse the Performer for the necessary expenses.

Fittings and/or makeup checks on any day other than the day of performance shall be paid at the hourly rate for such on-camera Performer, with one hour minimum call and thereafter in 15-minute units.

TRAVEL

The NWRC code outlines "workzones," within which performers deal with their own travel. A Performer required to provide his/her own transportation to a performance outside of the workzone is to be paid at the IRS mileage reimbursement rate.

Defined Work Zones for the Northwest Region are:

- SEATTLE: The area of a circle with a radius of twenty miles and a center at the intersection of Fourth Avenue & Pike Street.
- PORTLAND: The area of a circle with a radius of twenty miles and a center at the intersection of SW Alder Street and SW Broadway.

Performer shall not be compensated for travel time on the date of the performance when the total of such travel time together with other work time on that date does not exceed the session time as specified in Article 25, SESSION TIME.

Travel on Saturday and Sundays that does not result in the performer exceeding an 8-hour workday shall not be overtime.

Travel time is time spent traveling between the place of reporting and the location and, if applicable, the time between the location and the place of housing.

For purpose of computing travel time, the workday commences immediately upon arrival at location.

At the conclusion of the 8-hour workday, overtime for additional work is payable in accordance with Northwest Regional Code overtime provisions.

In no event shall payment for travel exceed 8 hours in one day.

Travel time on holidays shall be paid at time and one-half.

When a performer travels to or from location and no services are rendered that day, she or he shall be paid the appropriate session fee for that day of travel.

If performers travels to or from location and works in the same day, they shall be paid the equivalent of the session fee divided by thirty-two for each quarter hour (or fraction thereof), if such time exceeds the 8-hour workday. When traveling from location on a day a performer renders services, the performer will be paid 150% of the above quotient for each quarter hour (or fraction thereof) beyond the 8-hour workday for any work related overtime that is past midnight.

Time intervening between completion of a principal performer's work on any one day and commencement of travel on the same day, shall be computed at straight time (i.e., as travel time).

A principal performer shall be dismissed at place of reporting, not on location.

Reasonable meal periods shall be given during traveling and allowable meal periods of not less than ½ hour nor more than 1 hour each shall be deducted from travel time.

Reasonable lodging must be provided on overnight locations. First-class transportation, where more than one class is available, must be provided. "Commuter service", confined to a distance of 500 miles, such as Portland to Seattle, shall be deemed first-class transportation.

For air travel of 1,000 or more air miles, first-class transportation shall be provided. For air travel under 1,000 miles, coach-class service may be provided.

MEALS

Meal periods and meal penalties shall be consistent with the National SAG-AFTRA Television Commercials Contract and National SAG-AFTRA Radio Recorded Commercials Contract, which allow for the following per diems:

Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$40.00

Meal periods shall not be work time and shall commence within six (6) hours of call time or of the end of the preceding meal period. Meal periods shall be one half (1/2) hour – one (1) hour long. Liquidated damages for meal period violations shall be twenty-five dollars (\$25.00) for each one half (1/2) hour with a \$50.00 maximum.

It shall be the Producer's responsibility to advise Performers if food service is not available at or near the location of a session. If restaurant facilities are not reasonably available to the Performer when on location, the Producer agrees to provide a well-balanced meal at no charge to the Performer.

REST PERIODS

There shall be a rest period of at least five (5) minutes provided during each hour of rehearsal or each hour of session.

There shall be a rest period of at least twelve (12) hours between the end of one workday and the start of another for a Performer being employed by the same Producer. If less than twelve (12) hours is provided, the Performer shall be paid at the rate of one and one-half (1.5) times the applicable rate for those hours in which he or she is employed during the twelve (12) hour rest period.

HOLIDAYS

If a Performer is required to work on any of the following holidays as nationally observed, he or she shall be paid at two (2) times his or her normal compensation for work performed on those days:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

Whenever such holiday falls on Sunday, such holiday, for all purposes herein, shall be deemed to fall on the following Monday.

DISPUTE RESOLUTION

All disputes and controversies of every kind and nature whatsoever between any producer and SAG-AFTRA or between any producer and performer arising out of or in connection with this Agreement, and any contract or engagement (whether overscale or not, whether at the minimum terms and conditions of this contract or better) are subject to the grievance and arbitration procedure outlined in the applicable national AFTRA, SAG and SAG-AFTRA codes.

The union shall not strike during the life of this agreement.

USING COMMERCIALS ON THE INTERNET

Placing a TV or Radio commercial on the Internet is beyond the scope of use of the Northwest Regional Code because the Internet medium is considered national by definition. In other words, the terms of this contract and digest are not applicable, and producers should refer to applicable National AFTRA, SAG and/or SAG-AFTRA contracts for details about using commercials online. For convenience, on the next page are reference tables outlining some rates for Internet use of TV commercials.

Internet Reference Table for TV Commercials

	Principals		On Camera Groups (changes below apply only to dancers)			Off Camera Groups		
	On	Off	3 - 5	6 - 8 (6 or More - dancers only)	9+	3 - 5	6 - 8	9+
Made-for-Internet:								
8 wk option	\$835.00	\$628.00	\$611.00	\$541.00	\$447.00	\$354.00	\$307.00	\$251.00
1 yr option	\$2,197.00	\$1,652.00	\$1,609.00	\$1,424.00	\$1,178.00	\$932.00	\$809.00	\$659.00
Move-Over to Internet:								
8 wk option	\$835.00	\$628.00	\$611.00	\$541.00	\$447.00	\$354.00	\$307.00	\$251.00
1 yr option	\$2,197.00	\$1,652.00	\$1,609.00	\$1,424.00	\$1,178.00	\$932.00	\$809.00	\$659.00
Made-for-New-Media:								
8 wk option	\$835.00	\$628.00	\$611.00	\$541.00	\$447.00	\$354.00	\$307.00	\$251.00
1 yr option	\$2,197.00	\$1,652.00	\$1,609.00	\$1,424.00	\$1,178.00	\$932.00	\$809.00	\$659.00
Move-Over to New Media:								
8 wk option	\$835.00	\$627.70	\$611.00	\$541.00	\$447.00	\$354.00	\$307.00	\$251.00
1 yr option	\$2,197.00	\$1,652.06	\$1,609.00	\$1,424.00	\$1,178.00	\$932.00	\$809.00	\$659.00

PREFERENCE OF EMPLOYMENT

Following is contract language that applies to the hiring of certain performers (excerpted in part from the National AFTRA, SAG and SAG-AFTRA Contracts). These provisions apply to commercials under the Northwest Regional Code.

SAG-AFTRA NATIONAL CONTRACT RATES
PROFESSIONAL RECOGNITION - PREFERENCE OF EMPLOYMENT
(excerpt from the applicable National AFTRA, SAG and SAG-AFTRA Codes)

(Applies to Television commercials)

In recognition of the services performed by professional performers, Producer agrees that in the hiring of performers, for work to be performed within the applicable zone (referred to in Subsection C. hereof), preference will be given to qualified professional performers. A "qualified professional performer," for the purpose of this Section, is a person who has had prior employment as a performer in the entertainment industry (including television, radio, phonograph records, motion picture, stage, night club, and the like) at least once during the period of three (3) years prior to the date of the proposed employment; however, employment under the exceptions provided in Subsection D. 1.-4. of this Section or Subsection D. 1.-5. of prior AFTRA and SAG Commercials Contracts, or employment under comparable exemptions of AFTRA's, SAG's and SAG-AFTRA's past or present Theatrical, Television or Industrial Contracts shall not constitute prior employment for this purpose.

The obligation of the Producer to give preference to qualified professional performers shall require the employment of a qualified professional performer, unless no qualified professional performer of the type required is reasonably and readily available to the Producer through the use of the present hiring practices generally and customarily followed by the TV [motion picture] industry in the employment of such performers. If a qualified professional performer is reasonably and readily available to the Producer for employment in the locality where the Producer's studio is based, performer shall be deemed available regardless of the place within the applicable zone at which the services are to be performed.

The provisions of this Section shall not apply where services are performed at locations beyond the following preference zones in areas where the Union maintains offices in the Pacific Northwest:

Portland, Oregon 100 miles from the center of the city
Seattle, Washington 100 miles from the center of the city

In the event the Unions establish offices in cities other than those listed above and Producer claims that there is not a sufficiently large professional talent pool in the area of any office hereafter established by the Union to warrant application of Preference of Employment, the matter shall be submitted to the Industry-Union Standing Committee for determination. SAG-AFTRA shall notify the Joint Policy Committee on Broadcast Talent Union Relations in writing whenever it establishes an office in any city not listed above.

Preference of Employment shall apply in an area within 100 miles from the center of each such city from and after the sixtieth (60th) day following such notification.

D. Exclusions and Exceptions

There shall be automatically excluded from the provisions of this Section the following:

Persons who portray themselves who by words or actions participate in the giving of a testimonial or endorsement;

Extras who are adjusted for non-script lines;

Military personnel where governmental restrictions prevent use of civilian personnel in restricted areas or in the handling of governmental property or equipment; however, the use of military pilots or military aircraft shall not be the subject of an automatic waiver but the facts shall be presented to the Union and waivers will be granted in accordance with the previously established custom in the industry;

Persons having special skills or abilities, or special or unusual physical appearance where such skills, abilities or appearance are required by and used in a commercial; if professional performers having such required skills or physical appearance are not reasonably and readily available to the Producer through the use of the hiring practices generally and customarily followed by the industry in the employment of such performers;

The first employment within the studio zone of a person whom the Producer represents in writing to the Union a. has had sufficient training so as to qualify for a career as a professional performer, and b. intends to pursue currently the career of a professional performer and intends to be available currently for employment in the industry. (An academic degree in Drama shall be deemed to be included in the term "sufficient training.");

Children under the age of seven (7) years.

Producer agrees to promptly report to the Union each hiring under the provisions of this Subsection D., together with the reasons why the person so employed comes within the provisions of this subsection.

If a performer is employed under one or more of the exceptions provided in subparagraphs 1. a.-e., the obligation to give preference to qualified professional performers shall nevertheless be applicable to any subsequent employment of such performer by Producer .

It is expressly understood and agreed that nothing contained in this Section shall alter or modify Producer's exclusive right to cast any and all performers performing services for Producer.

It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by the Producer of the provisions of this Section. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$300.00 for each breach by the Producer of any of the provisions of this Section. The hiring by a Producer of a person other than a qualified professional performer, in violation of the provisions hereof, shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach. Provided the Union has been notified by Producer in writing of the hiring of a Principal Performer pursuant to Subsection D. of this Section 2., then claim of breach must be initiated in writing by the Union within sixty (60) days thereafter or the claim is invalid.

All disputes under this Section shall be resolved by arbitration.

Employment of a performer who is ineligible to work in the United States by reason of visa status shall be a violation of the provisions of this Section and the liquidated damages provided in Subsection F. shall be applicable.

DIVERSITY

The following pages contain language about the diversity, excerpted in full from the applicable National AFTRA, SAG and SAG-AFTRA Contracts. These provisions apply to Northwest Regional spots.

POLICY OF NONDISCRIMINATION AND AFFIRMATIVE ACTION / DIVERSITY

The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of Principal Performers and Extra Performers ("performers") on the basis of sex, race, color, creed, national origin, age, disability, gender identity or sexual orientation, in accordance with applicable State and Federal law, nor shall any inquiry be made with respect to a performer's marital status, gender identity, sexual orientation, national origin, age, creed or disability.

Producer shall cast performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, performers with disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives. In furtherance of the foregoing, the

Producer shall make good faith efforts to seek out and provide audition opportunities for women, minorities, performers with disabilities and seniors.

Consistent with the foregoing, best efforts shall be made to seek out and include minorities, seniors, women and performers with disabilities, in the casting of commercials, thereby creating fair, equal and non-stereotyped employment opportunities. When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify the Union of such specifications, so that performers with the same disability may be informed and given the opportunity to audition for the roles starting with the first audition. Producer agrees to equal employment opportunities [including auditions] for women and men for (off-camera) voice-over roles having due regard for the requirements of and suitability for such roles.

When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted and unscripted stunts on a functional nondiscriminatory basis.

Producer shall make every effort to cast performers with physical disabilities for scripted and unscripted stunts for which they are qualified and with due regard to safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, e.g., crutches, prostheses, etc. The Union's skill and talent bank is a resource that can be utilized in ascertaining the availability of such performers.

Where the Stunt Performer doubles for a role which is identifiable as female and/or Black/African American, Latino-Hispanic, Asian-Pacific Islander, South Asian, Native American Indian or Arab/Middle Eastern and the race and/or sex of the double are also identifiable, Producer shall make every effort to cast qualified persons of the same sex and/or race involved. Producer reaffirms that this Section 14. prohibits the practice commonly referred to as "painting down."

The stunt coordinator shall make every effort to identify and recruit qualified minority and female stunt performers and qualified stunt performers with disabilities prior to the commencement of production.

In accordance with the foregoing policy, the Union reaffirms its policy of nondiscrimination with respect to admission to membership and rights of membership. The Standing Committee shall also serve as a Committee on Fair Employment Practices to consider any complaints hereunder.

Producer shall not use any documented information obtained in connection with INS Form I-9 or its successor, to discriminate against any performer on the basis of sex, race, age, national origin or disability in violation of the Contract or law.

To that end, information on the INS Form I-9 information or its successor which is protected by equal employment laws or by this Contract shall be maintained in confidence.

The parties agree further that the Standing Committee shall meet to establish mutually acceptable Immigration Reform and Control Act verification procedures which will maintain such confidentiality.

Disputes relating to the provisions of this Section 14 shall be referred to the Industry-Union Standing Committee and unless resolved by the Standing Committee within ninety (90) days after the date of the referral [the date of the Standing Committee's meeting], the dispute shall be arbitrable.

The conditions under which reports provided under Subsection A. of this Section 14. may be utilized are as follows:

The Union and the Producer hereby expressly agree that they will keep the information generated by the reporting procedure confidential, except where disclosure is required by law or is requested informally by a state, local or federal government human rights or equal opportunity agency pursuant to an investigation. In such cases the Union or Producer shall prior to disclosure, notify the Industry-Union Standing Committee of such proposed disclosure and provide a copy of the information proposed to be disclosed to the members of the Standing Committee. In addition, where disclosure is required by law, the Union or Producer shall request protective orders protecting as broadly as reasonably feasible the confidentiality of the information disclosed, and where such information is provided informally pursuant to a request by a state, local or federal government human rights or equal employment opportunity agency in connection with an investigation, the Union and the Producer shall request that such agency accord the information provided the broadest degree of confidentiality reasonably feasible.

Upon reasonable notice, the Union or Producer may request that the Industry-Union Standing Committee be convened to discuss any matter relating to the policy of nondiscrimination, the production of information provided for herein or the results of such production of information and the confidentiality provisions of Paragraph 1. of this Subsection I. If the Union requests such a meeting of the Standing Committee with respect to a particular advertiser or advertising agency, the Union shall specify in advance of the meeting the advertiser or advertising agency involved and the information with respect to such advertiser or advertising agency that it proposes to discuss. The Industry representatives on the Standing Committee shall then invite such advertiser or advertising agency to attend such meeting. Such advertiser or advertising agency may either attend such meeting or respond in any other manner it deems appropriate. Except as hereafter provided, information generated by the Standing Committee and any action or agreements resulting from the submission to the Standing Committee shall be subject to the confidentiality provisions of this Subsection I.

3. a) If, within ninety (90) days after presentation to the Standing Committee under Paragraph [section]14.F., any complaint regarding nondiscrimination and affirmative action remains unresolved, the Union, represented by its National Executive Director or Assistant [Associate] National Executive Director, may request a meeting with an individual Producer on at least ten (10) days' written notice to the Producer and simultaneously to a representative of the Joint Policy Committee. Such notice shall state with particularity the nature of the complaint involved and any information, including statistical information, that the Union possesses supporting such complaint. At the same time the Union may request the Producer to provide the Union reasonable information relevant to the Union's complaint.

If the Producer is represented by the Joint Policy Committee, a representative of such Committee shall attend such meeting. The Producer shall participate in such meeting and shall include persons with appropriate executive authority with respect to the issues involving nondiscrimination and affirmative action. Within thirty (30) days after the conclusion of such meeting, the Union and the Producer shall either jointly or separately report in writing to each other, with a copy to the representative of the Joint Policy Committee, their conclusion(s) with respect to the meeting, including any specific plan and programs that Producer and/or Union may believe to be necessary to comply with this Section of the Agreement.

If the Union maintains that the Producer has failed to make good faith efforts to address the issues involved in the complaint within six (6) months after such meeting (or within such other time period as may be agreed upon at the meeting specified in Paragraph 2. Above), the Union shall again meet on ten (10) days' notice with the Producer and a representative of the Joint Policy Committee. Thereafter, if the Union is able to demonstrate that the Producer has not made good faith efforts in this regard, and the Union has determined in good faith that it would be appropriate to publicly release statistics and data in possession of the Union relating to the employment practices of the Producer, the Union shall disclose in writing to the Producer and a representative of the Joint Policy Committee the precise statistics and data it intends to publicly release. If within fourteen (14) days after such disclosure, the matter cannot be resolved, the Union may publicly release only the statistics and data referred to in the preceding sentence, and shall, simultaneously with the public release, provide the Producer and a representative of the Joint Policy Committee a copy of such release and state the extent of the distribution of such release. There shall be no public disclosure of any such statistics or data without compliance with the foregoing step of this Subsection I.

For Producers not represented by the Joint Policy Committee, the above procedure shall apply, except that a representative of the Joint Policy Committee shall not be involved, unless it elects to be involved and the Producer so agrees.

Notwithstanding the foregoing, the Union may disclose, publicize or otherwise use, industry-wide statistics as distinguished from statistics relating to any individual Producer.

NOTE: With respect to implementation of this Policy of Nondiscrimination and Affirmative Action/Diversity, see also Schedule A.1, Sections HH and KK. [,and for extra performers, Schedule D, Section 17, subsections U and V.]

RESTRICTIONS ON USE

The following pages contain language about restrictions on use of commercials, excerpted in part from the applicable National AFTRA, SAG and SAG-AFTRA Contracts. These provisions apply to Northwest regional commercials.

RESTRICTIONS ON USE OF COMMERCIALS; ADDITIONAL SERVICES (Applies to Televisions Commericals only)

The rights granted to Producer in commercials shall be limited to the right to use, distribute, reproduce and/or exhibit such commercials over television. Producer shall have the right to use the name and likeness of the Principal Performers and their acts, poses and appearances in such commercials in trade publications and in reels for non-broadcast use provided such reels are not rented, sold or utilized as give-aways.

Producer agrees that no part of the photography or sound track of a Principal Performer made for a commercial shall be used other than in commercials as provided hereunder, without separately bargaining with the Principal Performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining applies to use in other commercials after the maximum period of use has expired pursuant to Section 30. Maximum Period of Use of Commercials, use in theatrical or television motion pictures, or use in any other field or medium. Such separate bargaining shall take place prior to the time of such proposed use but the Principal Performer may not agree to such use at the time of original employment except as follows:

Bargaining for the right to use the Principal Performer's sound track in radio may take place at the time of employment, provided that additional payment is made for such use at the time of such employment.

Bargaining for the right to use the Principal Performer's photography or sound track in any other field or medium may take place at the time of employment, provided the specific nature and extent of such use is specified and proper payment is made at such time.

All such bargaining shall be subject to the minimum wages and use fees, if any, provided for in the collective bargaining Contract, if any, applicable to the field in which the photography or sound track is used. If Producer is unable to find the Principal Performer within a reasonable time, it shall notify the Union, and if the Union is unable to find the Principal Performer within a reasonable time, Producer may reuse the photography or sound track without penalty.

If Producer fails to separately bargain with the Principal Performer as provided above, or if the Producer and the Principal Performer bargain but are unable to reach an agreement, Producer shall be prohibited from making such use of the material. In case of violation of the foregoing, the Principal Performer shall be entitled to damages for such unauthorized use equivalent to three (3) times the amount originally paid the Principal Performer for the number of days of work covered by the material used. In addition, minimum use fees, if any, applicable to the field in which the material is used, shall be paid. However, the Principal Performer may, in lieu of accepting such damages, elect to arbitrate the Principal Performer's claim or bring an individual legal action in a court of competent jurisdiction to enjoin such use and recover such damages as the court may fix in such action.

The provisions of this Subsection B. shall not be applicable to unidentifiable off-camera group performers. With respect to on-camera Principal Performers, the provisions of this Subsection B. shall apply only if the Principal Performer is recognizable and, with respect to stunt performers, only if the stunt is identifiable.

If Producer wishes to use the Principal Performer's sound track in a simulcast, the individual Principal Performer's contract shall contain a provision requiring additional compensation payable at the time of such simulcast. Such additional compensation shall be no less than the rates provided for in the applicable collective bargaining agreement for radio.

(Applies to Both Television and Radio Commercials)

No service of the Principal Performer* is contracted for except as specified in this collective bargaining Contract. This paragraph is not intended to prevent a Principal Performer from contracting for services of a kind not covered by this Contract by individual contract at such rates of pay and under such conditions as Producer and the Principal Performer shall agree, subject only to the requirement that it shall not be in conflict with this collective bargaining Contract. Producer shall not require a Principal Performer to include such services as a part of the performer's employment under this Contract but must bargain separately for such services, including translations, if requested by the Producer and agreed to by the Principal Performer.

*Principal Performer TV only - includes actors, narrators, announcers, singers, specialty dancers, specialty acts, puppeteers, stunt performers, and pilots

Performers Radio only – includes actors, singers, announcers, and sound effects persons.

MAXIMUM PERIOD OF USE

The following pages contain language about restrictions the maximum use of commercials, excerpted in part from the applicable National AFTRA, SAG and SAG-AFTRA Contracts. These provisions apply to Northwest regional commercials.

(TELEVISION)

Except as provided below for animated cartoon commercials, and except as provided in Subsection B. hereof, the maximum period during which a commercial may be used shall be not more than twenty-one (21) months after the date of commencement of the first fixed cycle as defined in Section 31. Holding Fee – Fixed Cycle. The maximum period during which an animated cartoon commercial may be used shall be no more than twenty-one (21) months commencing with the date of the first fixed cycle unless the off-camera recording is produced before completion of the animation, in which event the maximum use period for such animated cartoon commercial shall be twenty-four (24) months commencing with the date of the first fixed cycle for the off-camera Principal Performers.

Where new commercials are created by integration pursuant to the provisions of Section 25. Integrating of Commercials Into Different Commercials, the maximum period of use shall be limited to the same period of time as the original commercial or commercials, unless the Principal Performer's consent is secured for a full period of use.

The changing of a commercial under any of the provisions of Section 26. Editing of Commercials shall in no way extend the maximum period of use applicable to any Principal Performer in the original version of the commercial.

The period of time during which a commercial may be used, specified in Subsection A. hereof, shall be deemed to be automatically renewed for an equivalent period of time unless any Principal Performer employed in such commercial shall, not more than one-hundred-twenty (120) days and, not less than sixty (60) days prior to the expiration of such period of time, give written notice by mail to the Broadcast Business Affairs Department of the advertising agency named in the performer's employment contract or in the Production Report filed by the Producer with the Union at the address shown in such contract or report, of such Principal Performer's election not to grant such right of renewed use. If no advertising agency is named, the notice may be given to the advertiser named in the employment contract or in the Production Report. Similar renewals for successive equivalent periods of time shall be deemed to be automatically granted, unless

any Principal Performer shall, not more than one-hundred-twenty (120) days and, not less than sixty (60) days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as hereinbefore provided. No person shall have the right to use any commercial after the expiration of the original or any renewal period if any Principal Performer employed therein shall have given notice of such Principal Performer's election not to grant such right of renewed use as hereinbefore provided.

No commercial shall be automatically renewed for an additional period of use if any default or delinquency exists in the payment of use fees. When the right to use a commercial made under a prior contract has terminated or when a commercial made under such prior contract has been withdrawn and the Principal Performer has been released, such commercial may be reinstated with the express written consent of the Principal Performer and the execution of a new individual Principal Performer's agreement subject to the terms and conditions of the Commercials Contract in effect at the time of the reinstatement and new individual agreement. If renewal of use is mutually agreed upon prior to actual date of termination, such renewal agreement shall be made on terms not less favorable than those provided by the Commercials Contract in effect at the time the commercial was made.

The date of expiration of the maximum period of use of a commercial shall be included on each payment voucher with respect to such commercial.

(RADIO)

The maximum period during which a commercial may be used shall be not more than 21 months after the date of employment of the actor, announcer or singer.

The period of time during which a commercial may be used, specified in the above paragraph, shall be deemed to be automatically renewed for an equivalent period of time unless the actor, announcer or singer employed in such commercial shall, not more than 120 days and not less than 60 days prior to the expiration of such period of time, given written notice by mail to the Producer of Advertising Agency of the actor's, announcer's or singer's election not to grant such right of renewed use. Similar renewals for the successive equivalent periods of time shall be deemed to be automatically granted, unless any actor, announcer or singer shall, not more than 120 days and not less than 60 days prior to the expiration of any renewal period of use, give written notice of election not to grant such right of renewal as hereinbefore provided.

UNION SECURITY

The following pages contain language about Union Security, excerpted from the applicable National AFTRA, SAG and SAG-AFTRA Contracts. These provisions apply to Northwest regional spots.

The following provisions shall apply to the Union, based upon the medium of recording a television commercial and to radio commercials. "Union" as used in this Article shall refer to SAG-AFTRA.

Application:

Every Performer hereafter employed by any Producer, whether by contract or otherwise, or who acts before a camera, or who makes a sound track within the Union's jurisdiction for any Producer shall be a member of the Union in good standing.

The Union may waive, in its discretion, the provisions of this Section with respect to prominent persons appearing as themselves, other than professional entertainers; provided, however, that all other terms and conditions of this Contract shall apply to the engagement of such persons.

Each Producer shall give the Union full opportunity to check performance by such Producer of its agreement under this Section including access to sets, but the Union's checking shall be done in such a manner as not to interfere with production. The Union agrees that with respect to the admission of persons as members of the Union, it will comply with applicable law. The Union reserves the right to adopt reasonable and legal requirements for membership. The Union may refuse admission or, if it sees fit, admit on terms, Performers suspended or expelled by the Union or by any branch of the Associated Actors and Artistes of America, or by any other actors' union in the United States. Nothing herein shall limit the right of the Union to discipline, suspend, or expel a member or to refuse to re-admit him/her. The Union agrees, however, that if it suspends or expels a member who is under contract to a Producer, or if a member resigns, the suspension, expulsion or resignation shall not affect the Performer's obligation to perform any existing contract or contracts with such Producer or such Producer's right to demand performance, unless the Producer otherwise consents. Subject to the qualifications hereinafter set forth, the Producer agrees that in every future contract it enters into with a Performer, the Performer shall agree that he/she shall be a member of the Union in good standing and shall remain so for the duration of the contract. Any non-member of the Union and any suspended or expelled member whom the Producer may be lawfully entitled to employ under this Contract shall be paid the same minimum salary and shall be given the same working conditions as are provided in this Contract. No breach by a member of the Union of his/her obligation to the Union shall give such member a defense to any Producer's right to enforce an existing contract against such member.

When Effective:

The foregoing paragraphs, requiring as a condition of employment membership in the Union, shall not apply until on or after the 30th day following the beginning of such employment or the effective date of this Contract, whichever is the later; the Union and the Producers interpret this sentence to mean that membership in the Union cannot be required of a Performer by a Producer as a condition of employment until 30 days after his/her first employment as a Performer in a field covered by the Union contract on or after August 10, 1948. The foregoing sentence shall be deemed inoperative if any of the following events shall occur;

- a) If the Labor Management Act of 1947 is repealed; or
- b) If the provision of such Act to which the foregoing sentence has reference is repealed or modified so the foregoing sentence is unnecessary to comply with such Act; or
- c) If such Act or such provisions is held unconstitutional by the Supreme Court of the United States.

The Producer shall not be held to have violated this subsection if it employs a Performer who is not a member of the Union in good standing, if the Producer has reasonable grounds for believing that membership in the Union was not available to such Performer on the same terms and conditions generally applicable to other members, or if the Producer has reasonable grounds for believing that membership in the Union was denied to such Performer, or such Performer's membership in the Union was terminated for reasons other than the failure of the Performer to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union; provided, however, the Producer shall not be deemed to have such reasonable grounds for believing until he/she has made inquiry of the Union as to the facts. The preceding sentence shall be deemed inoperative if any of the following events shall occur:

- a) if the Labor Management Act of 1947 is repealed; or
- b) if the provision of such Act to which the preceding sentence has reference is repealed or modified so the preceding sentence is unnecessary to comply with such Act; or
- c) if such Act or such provision is held unconstitutional by the Supreme Court of the United States.

If the employment of a Performer constitutes a "first employment" and a subsequent employment of the same Performer is for the exclusive purpose of retakes, and only retakes are photographed, then such subsequent employment shall not constitute a "second employment" for the purposes of Sections A and B above.

The Producer agrees to report to the Union in writing within 15 business days of the first employment of a non-member of the Union, giving the non-member's name, Social Security number and his/her first date of employment. An inquiry by any Producer to the Union as to the first date on which a Performer has been employed in the Industry shall be answered by the Union and its answer shall bind the Union, and the Producer, if it acts in good faith, shall not be liable for acting on such answer, but the Producer who failed to report shall be liable to the Union for such failure to report.

If the Performer is an infant of 4 years or less, Producer shall state such on Health and Retirement/Pension and Health Report forms.

The interpretation contained in the first sentence of third paragraph above has been approved by an advisory opinion of the general counsel of the National Labor Relations Board. If such approval of such sentence is changed by a ruling of such general counsel, then the new ruling of such general counsel shall prevail until the same is overruled by the Board or a court of competent jurisdiction. If the Board or a court of competent jurisdiction shall change said ruling in a proceeding in which the Union is a party, then the new ruling or opinion shall prevail, until the same is reversed by a court of competent jurisdiction.

The Union agrees that it will not impose unreasonable dues or assessments. If Producer claims a violation by the Union of the provisions of this Subsection, such question shall be handled by conciliation and, if necessary, by arbitration hereunder. It is the intention of the parties to prevent the Union from closing its books so as to prevent any person who wishes to perform in any area under the Union's jurisdiction from joining the Union. Nothing in the preceding sentence shall limit the right of the Union to discipline or suspend or expel a member or to refuse to re-admit him/her.

Children under 14 years of age shall be included hereunder.

Whenever any Producer is entitled hereunder to a permit or waiver from the Union, the Union agrees to issue the same without cost.

It is understood that it would be impossible to accurately fix the actual damages suffered by the Union by reason of a breach by a Producer of the Union Security provisions of this Article. It is therefore agreed that the Producer will pay to the Union, as liquidated damages, the sum of \$320.00 for each breach by the Producer of the Union Security provisions of this Article. The hiring by the Producer of a Performer in violation of the provisions hereof shall be deemed a single breach, regardless of the number of days of employment involved in the hiring; but each separate hiring of the same person in violation hereof shall be deemed a separate breach.

Any breach of provisions of this Section shall be subject to arbitration between the Union and the Producer. Provided the Union has been notified by Producer in writing of the first employment of a nonmember, then claim of a breach must be initiated in writing by the Union within sixty (60) days thereafter or the claim is invalid.

As used herein, the term "member of the Union in good standing" means a person who pays union initiation fees and dues in accordance with the requirements of the National Labor Relations Act.

Reference Materials

Downloadable Member Report website:

[SAG-AFTRA Northwest Regional Member Report](#)

USEFUL LINKS FOR NATIONAL CONTRACTS

SAG-AFTRA Contracts:

<http://www.sagaftra.org/contracts>

Contract Rates available include

TV Commercials	TV Programming
Radio Commercials	New Media
Non-Broadcast	Audio Books
Interactive Media	Infomercial
Sound Recordings	Animation

SAG-AFTRA Forms are on-line and can be accessed by clicking on the right hand side of the web page "For Employers" then selecting FORMS option

SAG-AFTRA Contracts, Forms & Rate Sheets:

<http://www.sagaftra.org/production-center>

Contract Rates available include

TV Commercials	TV/Theatrical
Non-Broadcast	New Media
Interactive Media	Infomercial
Infomercial	Animation

SAG-AFTRA form access requires Producers to login.

Depiction For Completing NWR Member Report

The current form indicates that it is to be filed by talent with the Seattle SAG-AFTRA office, either by mail or fax. There are also boxes to indicate to which fund the Health and Retirement/Pension and Health benefits are to be sent. At the bottom of the form (highlighted in violet) is the **AFTRA H&R and SAG P&H Remittance section**.

Employee Information: Talent's name, SSN, and talent's agent (if any). A good place to inform the SAG-AFTRA office of any changes to address, phone and e-mail addresses, etc, so our database will have current information.

Potential Usage Information: This is not binding. It is truly informational and subject to change without notification. Applies to commercials only.

Other Information: Indicate the code for the work, use (especially for commercials, notes

AFTRA H&R and SAG P&H

Remittance: Completion not required at session.

Employer Information: Usually completed prior to session, it provides essential information about the production. Be sure one of the boxes is checked to indicate the signatory. Not

Session Information: Enter job date, work type, on or off camera, tags, # of spots produced, role, and fee. Also start, end & length of session; overtime computation & amount; fittings, etc &



Recorded Commercials Transfer of Rights--Assumption Agreement
Please fill out separate forms for commercials produced under AFTRA, SAG and SAG-AFTRA jurisdiction.

TRANSFEROR:

_____ (Company Name)

_____ (Address)

_____ (City, State, Zip)

_____ (Phone) _____ (Fax)

TRANSFeree:

_____ (Company Name)

_____ (Address)

_____ (City, State, Zip)

_____ (Phone) _____ (Fax)

This agreement is effective _____

Union of original jurisdiction:
SAG [] AFTRA [] SAG-AFTRA []

Transferee hereby agrees with Transferor that all television and/or radio commercials covered by this agreement (listed below*) are subject to the SAG-AFTRA Northwest Regional Code of Fair Practice – 2013-2016 under which the commercials were produced. "Union" as used below shall refer to either AFTRA, SAG or SAG-AFTRA as checked in the box above.

Transferee hereby agrees expressly for the benefit of the Union and its members affected thereby to make all payments of use fees as provided in said Code and all social security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans or the AFTRA Health and Fund required under the provisions of said Code with respect to any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such television and/or radio commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to broadcast such television and/or radio commercials shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Code, and the Union, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this Agreement, Transferee agrees to give written notice, by mail, to the Union of each such subsequent transfer, etc. within thirty (30) days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee, or purchaser, which agreement shall be in substantially the same form as this agreement.

**COMMERCIALS COVERED BY THIS AGREEMENT:*
TITLE AND I.D. NUMBER

PRODUCT

SESSION DATE

(List all other commercials on reverse side of this form)

_____ (Company Name of Transferor)

_____ (Company Name of Transferee)

By: _____ (Signature of Officer)

By: _____ (Signature of Officer)

_____ (Type Officer's Name & Title)

_____ (Type Officer's Name & Title)

Date: _____

Date: _____

FINANCIAL INFORMATION: [Needed only if Transferee is not signatory to NW Code or applicable National Commercials Code(s)]		
Transferee's Bank: Name: _____	Branch: _____	
Phone: _____	Staff referral: _____	Acct #: _____

APPROVED FOR SAG-AFTRA:
 BY: _____ TITLE: _____ DATE: _____



CONTACT INFORMATION

SAG-AFTRA Seattle

123 Boylston Ave E, Suite A

Seattle, WA 98102

(206) 282-2506 phone

(866) 672-3873 phone for Portland members only

(206) 282-7073 fax

www.sagaftra.org/seattle