



2013 PRODUCER'S AGREEMENT WITH SAG-AFTRA FOR TERMS AND CONDITIONS IN THE RECORDING AND USE OF OPERATIONAL RADIO AND TELEVISION JINGLES

This agreement is effective only for signatories hereto who are also signatories to the current SAG-AFTRA Radio and/or Television Recorded Commercials Contracts. Except as hereinafter specifically provided, all terms and conditions of the current Codes, including the arbitration provisions, as may be amended and extended, shall apply to recorded station jingles.

The Producer, signatory hereto, agrees to the following terms and conditions which shall apply to the recording and use of station operational jingles.

1. The following fees are for the recording of station operational non-commercial jingles by singers for unlimited use only on the stations for which such jingles are recorded. No commercial copy or commercial message shall be incorporated within, or attached to, any station operational jingles.
2. (a) Payment shall be on the basis of \$83.60 per singer, per hour for Group Singers of 3 or more, with a two hour minimum call. Any additional time beyond these minimum hours may be paid on quarter-hour units.

(b) The minimum call for each Solo/Duo session shall be \$135.50 for one hour, which shall pay for the first four jingles; a fee of \$32.90 is due for each additional jingle or quarter hour, whichever is greater.

(c) If a Group singer is called out of the group to record a Solo/Duo during a group session, or held after the group is released to record a Solo/Duo, the rate shall be an additional \$32.90 for each such recording, or quarter hour segment, whichever is greater.

(d) If a Solo/Duo sings on a jingle longer than 90 seconds, each 90-second increment shall be paid as a separate spot.
3. Multiple tracking may be performed under this Agreement at no additional fee.
4. The Producer shall make a contribution to the AFTRA Health and Retirement Funds in the total amount of 16.8% of the total gross compensation paid to Performers, in accordance with the AFTRA Health and Retirement Funds provisions in the 2013 SAG-AFTRA Radio and Television Recorded Commercials Contracts.

5. Unless otherwise agreed, all session payments to singers hereunder and to the AFTRA Health and Retirement Funds shall be by separate checks delivered to the SAG-AFTRA office within 12 working days, as specified in the in the current SAG-AFTRA Commercials Contracts. These payments shall be accompanied by a Production Memorandum, showing the date (s) of the recording session (s), call letters and city where station is located. It shall also include the name and social security number for all performers, category of performance (group or solo/duo), number of jingles and hours worked and gross compensation for each performer.

6. The term of this Agreement shall be April 1, 2013 through March 31, 2016.

Dated: _____

Company Name

Address

City, State, Zip Code

Phone/Fax Number

Federal Tax Identification Number

Authorized Signature

Print Name and Title

Please return signed Agreement to:
5757 Wilshire Blvd. 7th Floor
SAG-AFTRA
Los Angeles, California 90036

Sincerely,

Sandy Kincaid
National Director-Commercials