

STANDARD SAG-AFTRA EMPLOYMENT CONTRACT FOR AUDIO COMMERCIALS

Date \_\_\_\_\_, 20\_\_\_\_

Between \_\_\_\_\_, Producer, and \_\_\_\_\_ Performer.

Producer engages Performer and Performer agrees to perform services for Producer in Audio Commercials as follows:

Commercial Title(s) \_\_\_\_\_ Number of \_\_\_\_\_ Number of \_\_\_\_\_ Number of \_\_\_\_\_
and Code Number(s) \_\_\_\_\_ Commercials \_\_\_\_\_ Tags \_\_\_\_\_ Demos \_\_\_\_\_

Please check if applicable:

- Commercial(s) made for Initial Use on the Internet
Commercial(s) made for Initial Use on New Media
Audio Flex Payment Package

Such commercial(s) are to be produced by \_\_\_\_\_,
ADVERTISING AGENCY ADDRESS

acting as an agent for \_\_\_\_\_,
ADVERTISER PRODUCT(S)

City and State in which services rendered: \_\_\_\_\_ Place of Engagement: \_\_\_\_\_

Date and Hour of Engagement: \_\_\_\_\_

- Announcer Solo or Duo Contractor
Actor, Actress Group 3-5 Sound Effects Performer
Singer Group 6-8 Multiple Tracking or Sweetening (for singers) did occur
Group Speaker Group 9 or more did not occur
Foreign Language Translation Services Performed

Compensation \_\_\_\_\_ Part to be played \_\_\_\_\_

- Performer does not consent to the use of his/her services in commercials made hereunder on the Internet.
Performer does not consent to the use of his/her services in commercials made hereunder in New Media.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at SAG-AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided.

Performer authorizes Producer to make all payments to which Performer may be entitled hereunder by check payable to Performer and sent to the SAG-AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: \_\_\_\_\_ ADDRESS EMAIL

All notices to Performer shall be addressed as follows: \_\_\_\_\_

This contract is subject to all of the terms and conditions of the SAG-AFTRA Audio Commercials Contract.

Employer of Record for income tax and unemployment insurance purposes is: \_\_\_\_\_

PRODUCER (Name of Company) \_\_\_\_\_

BY \_\_\_\_\_ SIGNATURE

PERFORMER \_\_\_\_\_ SIGNATURE

Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)
I, the undersigned, hereby state that I am the \_\_\_\_\_ of the above name
(MOTHER, FATHER, GUARDIAN)
Performer and do hereby consent and give my permission to this agreement.
SIGNATURE OF PARENT

SPECIAL PROVISIONS:

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto.

Performer's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.

(W-4 FORM IS ATTACHED HERE.)

# STANDARD SAG-AFTRA EMPLOYMENT CONTRACT FOR AUDIO COMMERCIALS

## STANDARD PROVISIONS

### 1. THEATRICAL/INDUSTRIAL USE (Strike the paragraph below if such rights are not granted by Performer)

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the **SAG-AFTRA Audio Commercials Contract**, for which Producer shall pay Performer not less than the additional compensation therein provided.

### 2. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 64 of the **SAG-AFTRA Audio Commercials Contract**.

### 3. PRODUCER'S RIGHTS

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.

### 4. CONFIDENTIALITY CLAUSE

Confidential Information' means trade secrets, confidential data, and other non-public confidential proprietary information (whether or not labeled as confidential) including any and all financial terms of and products involved in the production and any and all scripts whether communicated orally, in written form, or electronically. Confidential information does not include information that was lawfully in Performer's possession prior to being disclosed in connection with the employment of Performer, is now, or hereafter becomes generally known to the public, or that Performer rightfully obtained without restriction from a third party. Performer acknowledges that Performer has and will become aware of certain Confidential Information. Unless otherwise required by law, Performer agrees that, without Producer's prior written approval, Performer shall hold such Confidential Information in the strictest confidence and that Performer will not disclose such Confidential Information to anyone (other than Performer's representatives in the course of their duties to Performer, which representatives shall be bound by the same restrictions as set forth in this Agreement) or utilize such Confidential Information for Performer's benefit or for the benefit of a third party. Notwithstanding the foregoing, nothing herein shall prohibit Performer from disclosing Confidential Information concerning Performer's wages, hours, and other terms and conditions of employment as that term is defined under Section 7 of the National Labor Relations Act. For clarity, except as set forth above, Producer may not demand or request that Performer execute any non-disclosure agreement that has not been approved in advance and in writing by the Union." This provision is not intended to supersede any confidentiality provisions in celebrity agreements.