



NEW MEDIA PRODUCTION CHECKLIST FOR DRAMATIC PROGRAMS

Listed below are certain selected contractual provisions from the Screen Actors Guild-American Federation of Television and Radio Artists Agreement for Independent Producers of Theatrical and Television Motion Pictures ("Basic Agreement"), as modified by the New Media Agreement, relative to the Producer's relationship with the Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"). A clear understanding and observance of each provision will serve to expedite the completion of the necessary paperwork and the signatory process.

PRE-PRODUCTION

1. Complete and have signed by an authorized signer of the production company the;
 - a. The applicable SAG-AFTRA New Media Agreement;
 - b. The completed Authorization Form (if applicable);
 - c. Pension and Health Adherence Letter.
2. Provide SAG-AFTRA with the following, as applicable:
 - a. Corporation - Articles of Incorporation and completed Corporation Resolution;
 - b. Limited Liability Company – Articles of Organization and Operating Agreement;
 - c. Partnership or Joint Ventures - Fictitious Business Name Statements and Partnership Agreements;
 - d. Sole Owner - Fictitious Business Name Statement;
 - e. Individual - Copy of Driver's License or government issued I.D.

3. Provide SAG-AFTRA with a copy of the Insurance Certificate for the production.

Liability Insurance

Per the Agreement, the Producer shall obtain and keep in force during the term of employment of any performer a policy of comprehensive public liability insurance insuring the performer(s) against any liability arising out of the performance by the performer in the course and scope of their employment. Coverage shall be in the amounts of:

- Not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence;
- Not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence;
- Insurance shall further insure performer against liability for property damage of at least \$250,000.

Workers Compensation Insurance

Please note workers compensation insurance is a state requirement for employers. Please ensure to abide by all state rules/requirements and note the Producer is responsible should any accidents occur on set.

4. Provide all Financial Assurances (if applicable and as defined below) and related documents, including but not limited to:
 - a. All chain-of-title documents relating to the Program;
 - b. A copy of the Form PA application relating to the screenplay upon which the Program is based, and proof of receipt by the U.S. Copyright Office of the Form PA, no later than fifteen (15) working days prior to the Start Date;
 - c. Completed Pre-Production Cast List;
 - d. A copy of the script; and
 - e. Completed Day-out-of Days form.

"Financial Assurances" include, but are not limited to the following:

- a. Security Deposit and related agreements;
- b. Security Agreement;
- c. Assumption Agreements;
- d. Subordination Agreement.

If Financial Assurances are required for your project, the Signatory Representative assigned to your project will inform you of the necessary agreements and deposit, if any, when they provide you with the required signatory documents.

PRODUCTION

1. Cast Clearance

- a. Any cast clearance request must be submitted to SAG-AFTRA at least 2-3 business days prior to the start of production.

To submit a cast clearance request, please complete the cast clearance form included in the production zip file and e-mail it to the SAG-AFTRA Membership Department at CastClearance@sagaftra.org. Please ensure to supply each performer's name, SAG-AFTRA ID number (or full Social Security number) and work date. Cast Clearance will advise you of the performer's SAG-AFTRA membership status and/or financial obligations, if any.

Performers may also be cleared online at <http://www.sagaftra.org/production-center/station12>.

Note: Final production clearance will not be issued unless all pre-production obligations of Producer have been satisfied.

- b. If the performer's membership and/or financial obligations, if any, under the SAG-AFTRA union security provisions are in current good standing, you will be advised that the performer is "OK".

If you are advised that the performer is not in good standing, it is the Producer's responsibility to advise the performer to contact SAG-AFTRA's Cast Clearance Department immediately in order to bring his/her membership status and/or financial obligations, if any, up to date. Producer should confirm the performer's SAG-AFTRA status prior to commencement of employment for each performer.

Note: Employing a performer not in good standing as to the required membership or financial obligations, may result in a Union Security Violation with liquidated damages assessed against the Producer.

- c. Notification that the performer has performed previously under SAG-AFTRA's jurisdiction through the Taft-Hartley provisions (referred to as a "must-pay") indicates that in those states where the Union Security provisions of our contract are applicable and the performer is required to join or fulfill financial obligations to SAG-AFTRA, the performer must pay the initiation fee and dues within 5 business days of his/her employment (or otherwise with the mutual agreement of SAG-AFTRA and the performer), or, failing to do so, a Union Security Violation claim could be filed against the Producer.
- c. Notification of "no record (NR)" means that the performer has never worked within SAG-AFTRA's jurisdiction. Producer, therefore, must file a Taft-Hartley report, pursuant to the applicable section of the Basic Agreement.

2. Taft-Hartley Reports

Filing a report of the first engagement of performers not previously subject to the Union Security provisions must be made in writing to SAG-AFTRA within fifteen (15) days of the first date of

employment or within twenty-five (25) days when on an overnight location. It is important that the Producer be as specific as possible to the basis for the preference of employment provision waiver.

Note: If the Producer is in violation of Section 1 and 2 of the above provisions than Producer may be subject to liquidated damages payable to SAG-AFTRA pursuant to the Section 2 of the General Provisions of the SAG-AFTRA Codified Basic Agreement.

3. Performer Contracts

Tender individual performer's contracts and all necessary tax forms to performers prior to their employment, but no later than the Start Date. Copies of the contracts should be distributed as follows: One each to performer, agent, SAG-AFTRA and Producer.

4. Time of Payment

Payment to performer shall be made as follows: Day Performers shall be paid no later than five (5) working days after each day of work. Three-day and Weekly Performers shall be paid no later than the Thursday of the week following the work week (except on overnight locations, no later than the Friday of the week following the work week).

For projects with deferred compensation, once payment becomes due the above payment provision shall apply.

Note: There are late payment liquidated damages in the amount of \$10.00 per performer for each day late, up to 20 days or \$200.

- a. Individual payment vouchers must indicate: Production title or number, employment period and breakdown of items such as overtime, meal period, liquidated damages for violations of the collective bargaining agreement (e.g. meal and rest period provisions) and any payroll deductions.

5. Production Time Reports (Ex. G's)

Producer shall submit to SAG-AFTRA Production Time Reports signed by each performer no later than Friday of the week following each work week. Production Time Reports must be completed legibly and in ink, or typewritten.

Note: Liquidated damages shall be assessed for substantial breaches.

6. Non-Discrimination and Equal Opportunity Policy

Producer is required to include minorities, women, and performers with disabilities in the casting of each motion picture, thereby creating fair and equal employment opportunity and eliminating stereotyping in casting. The foregoing is in accordance with the policy that there shall be no discrimination in the engagement and treatment of performers on the basis of sex, race, color, creed, national origin, age, marital status, disability or sexual orientation in accordance with applicable State and Federal law. Women, minorities, and performers with disabilities shall also be considered for doubling roles and stunts on a functional non-discriminatory basis, and stunt coordinators should endeavor to identify and recruit qualified minority and female stunt persons, and qualified stunt persons with disabilities prior to the commencement of production.

7. Safety

Producer must comply with the Safety Provisions with regard to injuries to persons or property during performers' employment. Refer to General Provisions, Section 28, of the Basic Agreement.

8. Employment of Minors

In addition to complying with the applicable State laws, Producer must abide by all the provisions within the collective bargaining agreement.

9. Employment of Background Actors and Stand-Ins

Producer must inform all background actors and stand-ins of the rates, terms and conditions at the time of booking. Inquiries regarding the terms and conditions covering the employment of background actors and stand-ins should be directed to the Background Actors Department at (323) 549-6811.

10. Call Sheets

Copies of call sheets for each day of production must be emailed to CSDocs@sagaftra.org by 11:59pm on the night prior to the day of production.

POST PRODUCTION

1. A Final Cast List must be submitted to SAG-AFTRA no later than thirty (30) days from the end of production or, in the case of a series, at the end of production of each episode.

Note: If you submit your Final Cast List prior to completion of all post production work, please be advised that an **amended** Cast List must be submitted which includes all performers' post production services, e.g. ADR, looping, singing. Music Cue Sheets must be submitted to SAG-AFTRA upon completion of post-production.

2. Casting Data Reports must be submitted for each production upon completion of principal photography and filed with SAG-AFTRA no later than twenty (20) days following the calendar quarter in which principal photography was completed. Failure to comply may result in liquidated damages.
3. As soon as the Business Representative has verified that Producer is in compliance with all obligations to SAG-AFTRA, including but not limited to obligations relating to Financial Assurances, the Security Deposit shall be returned to the Producer along with any interest that has accrued subject to deductions made for any claims made by SAG-AFTRA against the Producer.

It should be understood that the Producer is responsible for all contractual obligations under the New Media Agreement and that this checklist represents some of those obligations. If you have any questions, please contact your SAG-AFTRA Business Representative.

The undersigned has read and understands the foregoing, and agrees to all of the terms contained herein. Please sign and return to the SAG-AFTRA.

By:

Signature

Please Type Name and Title

Company (if applicable)

Date