



**SAG-AFTRA  
MICRO-MONETIZED PODCAST AGREEMENT  
("MicroPod")**

This Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA") and \_\_\_\_\_ ("Producer") with respect to the Micro-Monetized Podcast entitled " \_\_\_\_\_ " ("Podcast").

Single  Episodic  Number of episodes: \_\_\_\_\_ Season number \_\_\_\_\_

- To qualify for this Agreement a Podcast must be:
  - Primarily produced in the United States or Performer/Podcaster must be engaged within the US;
  - An audio project (incidental video permitted, as is exhibition of a podcast recording session, as long as there is no direction to perform and no additional video integrated into the video);
  - A *bona fide* podcast with a budget and anticipated Monetization (as defined below) not expected to exceed \$10,000 per season in aggregate;
  - Available on at least one free-to-the-consumer platform.
- Producer must notify any Performer(s) and, if applicable, their professional representative(s) if the Podcast will include content that involves profanity, is political, sexual, or religious in nature, depicts graphic violence, or would be considered controversial by a reasonable person.
- Producer must inform Performers that the Podcast is being produced under this Agreement.
  - Producer must obtain a "Micro-Monetized Podcast Acknowledgement" from each Performer.
- Any disputes under this Agreement will be arbitrated, except as set forth.

By signing below, you represent and warrant that all representations and agreements made herein are true and correct and that the Podcast meets the above qualifications for this Agreement and you agree to the Micro-Monetized Podcast Agreement Terms and Conditions attached hereto. If you are signing on behalf of a company, you further certify that you are empowered and authorized to make these representations on the company's behalf.

**PRODUCER  
AGREED AND ACCEPTED:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
DATE

*Please note: Nothing in this Agreement or application for the Agreement shall limit Producer's obligations to comply with all legal requirements for employment of performers and background actors including, but not limited to, those pertaining to Workers' Compensation and minimum wages.*

## **SAG-AFTRA MICRO-MONETIZED PODCAST AGREEMENT TERMS AND CONDITIONS**

Producer hereby recognizes SAG-AFTRA as the exclusive collective bargaining agent for Performers in connection with the Podcast identified above, and agrees to abide by the following terms and conditions.

### **1. DEFINITIONS**

“Monetization” means any revenue, fees, compensation or other form of remuneration received by Producer in connection with the Podcast.

“Performer” includes actors, singers, influencers, narrators, hosts, and announcers, as well as any media professional who speaks scripted or improvised lines, or utterances in the nature of omnis (often referred to as “Atmospheric Voices”).

“Podcast” means the made-for-New Media audio entertainment program or episodic series identified above. The Podcast may be a pilot, short, feature (long-form single production), ongoing series or episodic series. Each episode of a series may be identified herein as an “Episode”.

“SAG-AFTRA Agreement” refers to any other SAG-AFTRA Agreement relating to coverage of projects produced within its areas of jurisdiction.

### **2. QUALIFYING FOR THIS AGREEMENT:**

The Micro-Monetized Podcast Agreement (“Agreement”) is only available for Podcasts for which the Producer’s budget and anticipated Monetization, in the aggregate, are less than \$10,000. Notwithstanding the foregoing, this Agreement may be made available to Podcasts that don’t otherwise qualify, at SAG-AFTRA’s discretion, including to podcasts in which the producer is an individual employing only themselves regardless of the Monetization of the Podcast.

Any production types or media covered by any other SAG-AFTRA Agreement (for example: music videos, corporate or educational videos, video games) are specifically excluded from the scope of this Agreement.

\_\_\_\_ Producer represents and warrants that the Podcast is qualified for this Agreement and that all information provided to SAG-AFTRA about the project is true and correct.

### **3. RESTRICTIONS ON MONETIZATION:**

The Podcast’s budget and Monetization shall not exceed \$10,000 in the aggregate. If, at any time, the budget and Monetization exceed \$10,000, SAG-AFTRA may reclassify the Podcast pursuant to Section 6.

*By way of example, if a podcast has a budget of \$7,000 and generates, or is expected to generate, a total of \$8,000 in licensing fees and subscription revenue (each a type of “Monetization”), the combined total of \$15,000 exceeds \$10,000, and the podcast may not be produced under this Agreement.*

\_\_\_\_ Producer understands and agrees to the limitations on budget and Monetization above and the requirement to separately bargain the terms and conditions with SAG-AFTRA if Producer exceeds the limitations. Producer understands and agrees that Performers have authorized use of their names, images, likenesses, voices, and performances in the limited markets listed above and any further and additional release may trigger additional payments to Performers and may subject Producer to liability for unauthorized use of the names, likenesses, and performances.

### **4. COMPENSATION; TERMS OF ENGAGEMENT:**

All terms and conditions of employment under this Agreement, including initial compensation, are subject to Micro-Monetized Podcast Agreement (4.24)

negotiation between the Producer and each individual Performer, except for those provisions set forth in this Agreement. Producer shall not require Performers to agree to any form of exclusivity. Options exercisable only by Producer shall not be valid.

## **5. ADVERTISING AND PROMOTIONAL CONTENT:**

### **A. Advertising**

If Producer intends to include advertising in the Podcast, the Producer shall provide SAG-AFTRA with prior notice of its intent. Advertising in the Podcast shall be governed by the “Podcasts with Advertising” rider attached hereto as Rider A and deemed incorporated in this Agreement and in the affected Performers’ employment contracts.

### **B. Promotional Content**

Producer may freely bargain at the time of employment for the production and use of content or announcements intended to promote the podcast (“Promotional Announcements”), including behind-the-scenes type video recordings or the use of clips or sound track of a Performer’s performance from any episode(s) of the Podcasts (whether to promote a single podcast episode or to promote a podcast series) with any Performer who is engaged in one or more episodes of the Podcast.

Any Performer not employed in the Podcast who delivers a performance in a Promotional Announcement for the Podcast must be hired and compensated under the terms of the appropriate SAG-AFTRA Agreement.

## **6. IF THE PROJECT DOES NOT QUALIFY FOR THIS AGREEMENT OR THE PROJECT IS RELEASED IN OTHER MARKETS:**

### **A. Reclassification**

SAG-AFTRA may reclassify the Podcast to a different SAG-AFTRA Agreement if: (i) Producer has made any misrepresentations regarding the Podcast’s eligibility for this Agreement; (ii) Producer distributes or exhibits, or authorizes distribution or exhibition of the Podcast in any market or media not set forth above; or (iii) the budget and Monetization, in aggregate, exceed \$10,000. Producer agrees to provide SAG-AFTRA any information it requests in order to determine the Podcast’s continuing eligibility for this Agreement.

Producer agrees that if SAG-AFTRA reclassifies the project, all terms and conditions of the SAG-AFTRA Agreement that SAG-AFTRA, in its sole but reasonable discretion, deems most closely applicable to the Podcast will apply to the Podcast as if the Podcast was signed to that Agreement as of the date of this Agreement. In determining the applicable SAG-AFTRA Agreement, SAG-AFTRA will consider factors including, but not limited to, Producer’s representations herein, whether the Podcast has advertisers or commercial sponsors, sums received by Producer in connection with the Podcast’s exploitation, and the initial and/or primary market(s) of release.

Upon notice from SAG-AFTRA of a reclassification hereunder, Producer must pay to the Performers or to SAG-AFTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers into full and complete compliance with the minimum rates, terms and conditions specified in the then-current applicable SAG-AFTRA Agreement. Benefit Plan contributions must also be paid on any amounts payable to performers, if applicable. Producer agrees that, within a reasonable time following reclassification hereunder, it shall enter into and execute such documents as SAG-AFTRA may deem reasonably necessary to effectuate the intent of this section. If Producer fails to timely abide by any provision of this section, then Producer shall have no right to use the Performers’ performances (notwithstanding any contrary language herein, in the Television Agreement, or in any Performer’s individual employment contract) unless and until the Producer has remedied such default. Additionally, it is understood that nothing herein shall be deemed to supersede any right or remedy a Performer may have at law or otherwise relating to an unauthorized use of their name, likeness, image, voice, performance or any other personal attribute.

SAG-AFTRA, or any performer who worked on the Podcast, may seek injunctive relief in arbitration or in any

court of competent jurisdiction to enforce this provision.

**B. Dispute Subject to Expedited Arbitration**

Any dispute over the meaning or application of this section shall be subject to the expedited arbitration process set forth in Exhibit A, Section 2. Initiation of the expedited arbitration process by SAG-AFTRA shall constitute notice that payment default continues, and therefore late payment penalties, if any, will continue to accrue.

**7. REQUIRED PERFORMER ACKNOWLEDGEMENT; AGREEMENT INCORPORATED:**

Producer is responsible for informing all Performers employed on the Podcast that the Podcast is subject to this Agreement. Producer must notify any Performer(s) and, if applicable, their professional representative(s) if the Podcast will include content that involves significant profanity, is political, sexual, or religious in nature, depicts graphic violence, or would be considered controversial by a reasonable person.

Producer must provide to each Performer and obtain signature on the attached “**Micro-Monetized Podcast Acknowledgement**” (“Acknowledgement”) prior to the first day of work. The terms and conditions of this Agreement and the Acknowledgement are deemed incorporated in each Performer’s employment contract, whether oral or written, and may not be waived.

Producer does not have to return the forms to SAG-AFTRA unless requested to do so. If Producer fails to provide proper notification and to obtain the Performers’ acknowledgment, Producer agrees to indemnify SAG-AFTRA for any costs or damages it incurs arising as a result of Producer’s failure.

**8. PROHIBITIONS ON DIGITAL REPLICAS:**

Producer may not utilize generative AI technology in connection with any Performer’s voice, image or performance, nor create digital replicas and/or reproductions of any Performer, in connection with the Podcast, without SAG-AFTRA and Performer’s consent. In the event the performer is deceased at the time the Producer seeks any required consent, the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased performer’s authorized representative cannot be identified or located) who represents the deceased performer’s exclusive rights as determined by applicable law. Producer may not use any digital replica as a character or in place of Performers in the Podcast without SAG-AFTRA’s consent. Producer agrees that audio captured under this Agreement shall not be used by producer or caused to be used in any manner for machine learning (including creation of foundational models), digital manipulation, or synthetic voice creation without prior bargaining with SAG-AFTRA.

**9. NO WAIVER OF APPLICABLE LAWS:**

Nothing herein waives or limits Producer’s obligations to comply with any laws or regulations otherwise applicable to the production. This may include, but is not limited to, laws related to workers compensation, minimum wages, and the employment of minors.

Nothing in this Agreement supersedes or limits any right or remedy a Performer might have at law or otherwise relating to their work on the Podcast, including relating to any unauthorized use of his or her name, likeness, image, voice, performance or any other personal attribute.

For purposes of clarity, any Performer shall have the right to pursue disputes under their individual employment contract or for Producer’s violation of any legal right (which may include rights of publicity, state or federal employment law, or other applicable law) in court or through an applicable government agency.

**10. SAG-AFTRA SAFETY PROTOCOLS:**

Producer must provide a safe set and comply with relevant safety standards or protocols promulgated or negotiated by SAG-AFTRA ("SAG-AFTRA Safety Protocols") and must provide written proof of such compliance, upon request by SAG-AFTRA. SAG-AFTRA shall not be prevented from monitoring Producer's performance of its obligations under this Agreement.

**11. DISPUTE RESOLUTION:**

All disputes and controversies between SAG-AFTRA and Producer related to this Agreement will be submitted for resolution in accordance with the arbitration procedures set forth in **Exhibit A** attached herein. This provision shall not limit SAG-AFTRA's or a performer's ability to seek injunctive relief to halt exploitation of the Podcast in the event the Podcast is reclassified pursuant to Section 6, above.

**12. THE AGREEMENT IS ONLY FOR THE SPECIFIC PROJECT:**

Producer understands that this Agreement is only for the Podcast listed above. Qualification for this Agreement is solely in SAG-AFTRA's discretion and there is no guarantee you will qualify on any other projects, even if related to the Podcast.

**13. MISCELLANEOUS:**

This Agreement may be signed in counterparts, each of which will be deemed an original and all of which together will make one agreement. Any signature transmitted electronically, including any typed signature, is valid and binding to the same extent as an original signature.

If any portion of this Agreement is deemed unenforceable, it will be modified to the limited extent necessary to make it and the remainder of the agreement enforceable; if it cannot be so modified, Producer and SAG-AFTRA will negotiate a substitute provision with substantially the same effect.

Section headings are descriptive only and not to be construed in interpreting the Agreement.

This Agreement shall be valid for one (1) year from the date Producer executes it. Any provisions which by their terms or nature are intended to survive termination of this Agreement will survive any termination of this Agreement. Expiration of this Agreement shall not impact use of Podcasts recorded during its term.

By signing this Agreement, Producer represents and warrants the Project meets the above qualifications for this Agreement and agrees to the Micro-Monetized Podcast Agreement terms and conditions contained herein. If the below individual is signing on behalf of a company, the individual certifies that it is empowered and authorized to make these representations on the company's behalf.

**EXHIBIT A**  
**Dispute Resolution**

**1. Grievance and Arbitration**

The following procedures apply to disputes arising under the Micro-Monetized Podcast Agreement:

A. Time Limits:

Claim proceedings are initiated by sending written notice setting forth the particulars of the claim to the other Party within 12 months following the date on which the party initiating the proceedings knew or reasonably should have known of the facts upon which the claim is based.

B. Arbitration:

1. Institution of Arbitration

The Party initiating the dispute will deliver to the other a written demand for arbitration setting forth the basis for the dispute not later than 12 months after initiating the grievance.

All notices to Producer will be sent to the address above (or to such other address as the Producer may specify in writing).

2. Service of Demand

The demand for arbitration will be served upon the other party at the party's last-known address by (a) personal delivery, (b) overnight courier service, (c) certified mail, return receipt requested, (d) first class mail, or (e) facsimile or email, with a copy sent by first class mail.

The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

3. Arbitrator Selection

Within fifteen (15) days of the date the arbitration demand is served, the parties agree to attempt to mutually agree upon an arbitrator to hear and determine the dispute from the list set forth in the SAG-AFTRA Independent Podcast Agreement (Negotiable) in effect as of the date of arbitrator selection.

If the parties cannot agree upon the arbitrator to be appointed, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss will determine which party strikes first. The arbitrator who is left will be appointed as the arbitrator. If the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the complaining party to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance unless: (i) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not



commence promptly; (ii) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (iii) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (iv) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

#### 4. Timing and Place of Hearing

Subject to the arbitrator's availability, the arbitration hearing will commence within 60 days of arbitrator selection. The selected arbitrator's inability to schedule the arbitration hearing within 60 days will not disqualify that arbitrator from hearing the dispute provided the Parties can mutually agree to select a new arbitrator in the event of extended unavailability.

If the initial arbitrator is not available to hear a dispute within the time set forth herein, or if the matter is of a nature that time is of the essence, the parties may select an arbitrator pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified by this Exhibit A. Where the in-person attendance of witnesses is not necessary, the parties can agree to proceed with a documents only arbitration.

All arbitrations will be held in SAG-AFTRA's office in Los Angeles, unless the parties agree otherwise; provided that if Producer has its production headquarters in New York and a majority of the witnesses required for the hearing reside regularly in or around New York, the arbitration may be held in New York.

#### 5. Exchange of Information

Prior to any hearing, the parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law. Not later than thirty (30) days prior to the arbitration hearing, any party may make a written request to the other to produce, on a date not later than five (5) days before the hearing, documentary evidence of the type producible pursuant to a *subpoena duces tecum*. The documents must be produced on or before the date requested, but the other party may object to the production of the documents to the same extent as if the documents were subpoenaed. The arbitrator will consider any such objection at the hearing.

#### 6. Award of the Arbitrator

The arbitrator's decision and award will be in writing and will be final and binding on the Producer, SAG-AFTRA, the performer or performers involved and, when applicable, the performer's loan-out company. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has authority to determine only the dispute presented by the written demand for arbitration, and then only to the extent and in the manner expressly provided by the applicable provisions of this Agreement. Nothing herein gives the Arbitrator the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

In addition to all other available remedies, the arbitrator has the power and authority to order

injunctive or equitable relief, including enjoining exploitation of the Podcast where appropriate.

7. Costs and Expenses

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and the Producer will share equally the cost and expenses of the arbitrator.

8. Expiration of this Agreement

Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on Podcasts produced during the term of this Agreement.

9. Waiver or Extension of Time Limits  
All time limits provided in this Exhibit A may be extended or waived by mutual agreement of the parties. Failure to send a grievance or serve a demand for arbitration within the prescribed time frame is not a bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by the delay.

**2. Disputes Subject to Expedited Arbitration Procedure**

The following procedure applies only to disputes between SAG-AFTRA and the Producer concerning the interpretation or application of Sections 6 and 8 of this Agreement.

A. Commencement of Proceedings

Complainant shall initiate expedited arbitration proceedings by written notice, setting forth the particulars of the claim, to be sent to the respondent in accordance with the procedures described in Section 1.B.(2) of this Exhibit A.

B. Arbitrator Selection

A single arbitrator shall be selected as set forth in section 1.B.(3) of this Exhibit A, or alternatively, at the Complainant's discretion, in accordance with the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified herein. If the initial arbitrator is not available to hear a dispute within the time set forth herein, the parties may select an arbitrator pursuant to the AAA rules.

C. Timing and Place of Hearing

Subject to the arbitrator's availability, the hearing shall commence within twenty (20) business days following the respondent's receipt of the notice.

All expedited arbitration hearings under this section 2 shall be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties to another situs.

D. Award of the Arbitrator

Within ten (10) business days following the close of the arbitration hearing or submission of post-hearing briefs, whichever is later, the arbitrator shall issue a written decision and award on



the issue presented. The arbitrator's failure to meet the deadline shall not deprive him/her of jurisdiction over the dispute or render the award invalid because it is made thereafter. The award of the Arbitrator shall be final and binding upon all parties to the proceeding and judgment upon such award may be entered by any party in any court having jurisdiction.

Any award so rendered may be cited or offered into evidence by any party in another arbitration proceeding under this Agreement or under the Net Code related to the same Podcast or Series.

E. Equitable and Injunctive Relief Allowed

In any action under this expedited proceeding, the arbitrator may order injunctive or equitable relief, including enjoining exploitation of the Podcast or Series pending full payment of all amounts due hereunder.

F. Miscellaneous

Each party shall bear its own costs in connection with any arbitration hereunder. The cost and expenses of the arbitrator shall be shared equally by SAG-AFTRA and the Producer involved. Termination or expiration of this Agreement shall not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising during the term of this Agreement. The time limits provided in this Exhibit A may not be extended or waived except by written agreement of the parties.

**RIDER A**  
**Podcasts with Advertising**

The following terms shall apply to “Covered Advertisements” (as defined below):

**1. Advertising Produced for Use in the Podcast**

If Producer intends to produce advertisements for use in the Podcast using the services of Performer(s) who are already engaged as Performers for the Podcast (“Covered Advertisements”), such Performer(s) shall be engaged pursuant to this Agreement. Performer compensation shall be freely negotiated.

**2. Reuse of Advertisements in Other Productions**

A. Use in Other Podcasts

If Producer intends to use Covered Advertisements in other audio podcasts, Producer shall negotiate with and obtain consent of Performer(s) for use of the Covered Advertisements produced under this Agreement in other podcasts. The consent required under this section may be obtained at the time of employment and set forth in each Performer’s employment contract.

B. Use in Other Media

If Producer intends to use Covered Advertisements produced under this Agreement in any project other than a podcast, Producer shall obtain consent of the Performer(s) and negotiate for compensation at no less than the terms of the SAG-AFTRA Agreement applicable to the subsequent use.