

Transfer of Rights – Assumption Agreement Commercials Contract



This agreement is effective: _____

Upon the sale, transfer, assignment or other disposition by Producer of any commercials produced by it hereunder, the Producer shall not be responsible to the Union or any Union members for any payments thereafter due with respect to the use of such commercials or for a breach or violation of this Contract by such transferee, if the Union approves the financial responsibility of such transferee in writing and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

TRANSFEROR
Company Name: _____
Address: _____
City, ST, Zip: _____
Country: _____

TRANSFEEE
Company Name: _____
Address: _____
City, ST, Zip: _____
Country: _____

Transferee hereby agrees with Transferor that all commercials covered by this agreement (listed below) are subject to the SAG-AFTRA Commercials Contract and/or predecessor SAG or AFTRA Contracts under which the commercials were produced, and that the parties contemplate a transfer of exclusive rights in the covered commercials from the Transferor to the Transferee.

Transferee hereby agrees, expressly for the benefit of SAG-AFTRA and its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract 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 and/or AFTRA Health and Retirement Funds, IACF/AICF and AMF required under the provisions of said Contract 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 commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract 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 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to the Union a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

~ Commercials Covered By This Agreement ~

Title and Ad-Id® or other Code Number	Product	Session Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List additional commercials on separate page.)

TRANSFEROR
Company Name: _____
Signature of Officer: _____
Officer's Name & Title: _____
Date: _____

TRANSFEEE
Company Name: _____
Signature of Officer: _____
Officer's Name & Title: _____
Date: _____

FINANCIAL INFORMATION *(Needed only if Transferee is NOT a Signatory to SAG-AFTRA Commercials Contract.)*

TRANSFEEE'S BANK NAME	BRANCH	ACCOUNT	
STREET	CITY	STATE	ZIPCODE
STAFF REFERRAL	PHONE	FAX	

Approved by SAG-AFTRA

Name: _____ Signature _____ Date: _____