

ADVERTISING AGENCY \_\_\_\_\_ PRODUCER (if other than agency) \_\_\_\_\_

COMMERCIAL TITLE(S) & Ad-ID® NUMBER(S) \_\_\_\_\_ ADVERTISER & PRODUCT \_\_\_\_\_

JPC AUTHORIZER AGENCY OR ADVERTISER

| DATES WORKED | WORK TIME FROM / TO | MEALS FROM / TO | TRAVEL TO LOCATION FROM / TO | TRAVEL FROM LOCATION FROM / TO | FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM / TO |
|--------------|---------------------|-----------------|------------------------------|--------------------------------|---|
|              |                     |                 |                              |                                |   |
|              |                     |                 |                              |                                |   |
|              |                     |                 |                              |                                |   |

Multiple Tracking or Sweetening:  did occur  did not occur

Performer's Signature or Initials: \_\_\_\_\_

**EXHIBIT 1  
2022 SAG-AFTRA STANDARD EMPLOYMENT CONTRACT**

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

Between \_\_\_\_\_, Producer, and \_\_\_\_\_

Performer.  
Producer engages Performer and Performer agrees to perform services for Producer in the Commercials listed as follows:

# of Commercials \_\_\_\_\_ # of Tags \_\_\_\_\_

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: \_\_\_\_\_

Classification:  On-Camera  Off-Camera Part to be Played \_\_\_\_\_

- Check categories of non-exclusive use:**
- Seasonal Commercial(s)
  - Test or Test Market Commercial(s)
  - Non-Air Commercial(s)
  - Traditional Digital Commercial(s) (no Streaming/Linear)
  - Theatrical/Industrial Exhibition (no Streaming/Linear)
  - Foreign Language Translation

- Principal Performer
- Stunt Performer
- Specialty Act
- Pilot
- Stunt Coordinator
- Dancer Solo or Duo
- Dancer 3+
- Singer - Solo or Duo
- Group Singer 3-5
- Group Singer 6-8
- Group Singer 9+
- Contractor

Check if: Flight Insurance (\$13.39) Payable

Check if: Work in Smoke Required

Wardrobe to be furnished by Producer  by Performer

If furnished by Performer: Number of costumes: \_\_\_\_\_ @\$20.36 (Non-evening Wear) \_\_\_\_\_ @\$33.91 (Evening Wear) Total Wardrobe Fee: \$ \_\_\_\_\_

This contract is subject to all of the terms and conditions of the SAG-AFTRA Commercials Contract. 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 additions, changes or alterations may be made to this form other than those which are more favorable to Performer than herein provided. If this contract provides for compensation above the SAG-AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the SAG-AFTRA Commercials Contract, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by Performer. Until Performer shall otherwise direct in writing, Performer authorizes Producer to make all payments to which Performer may be entitled hereunder as follows:

To Performer at \_\_\_\_\_ (Address)

To Performer c/o \_\_\_\_\_ (Agent) \_\_\_\_\_ (Address)

All notices to Performer shall be sent to the address designated above for payments and, if Performer desires, to one other address as follows:

To \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

All notices to Producer shall be addressed as follows: To Producer at \_\_\_\_\_ (Address)

Employer of Record for income tax and unemployment insurance purposes:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

Performer has the right to consult with his/her representative or SAG-AFTRA before signing this contract.

BY: \_\_\_\_\_ PERFORMER NAME: \_\_\_\_\_

|   |  |
|---|--|
| Performer hereby certifies that they are 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 named Performer and do hereby consent and give my permission to this agreement.<br>(Mother, Father, Guardian) | _____<br>Signature of Parent or Guardian |
|---|--|

**SPECIAL PROVISIONS (including adjustments, if any, for Stunt Performers):**

Performer acknowledges that they have read all the terms and conditions in the Special Provisions above and hereby agrees thereto.

(W-4 FORM IS ATTACHED HERE.)

(Signature of Performer)

**IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY**

## STANDARD PROVISIONS

### 1. RIGHT TO CONTRACT

Performer states that to the best of their knowledge, they have not authorized the use of their name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial(s) hereunder and that they are free to enter into this Contract and to grant the rights and uses as herein set forth.

### 2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this Contract, they have not accepted employment in nor authorized the use of their name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that they will not hereafter, during the term of permissible use of the commercial(s) for which they are employed hereunder, accept employment in or authorize the use of their name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. This paragraph shall not apply to off-camera solo or duo singers or to group performers (other than named groups) or to performers employed in seasonal commercials or commercials used exclusively on Traditional Digital or Gaming Platforms/Virtual Worlds/Augmented Reality/Emerging Platforms, absent Performer consent and payment by Producer of required fee(s) for exclusivity set forth in the SAG-AFTRA Commercials Contract.

### 3. 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 58 of the SAG-AFTRA Commercials Contract.

### 4. 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.

### 5. 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 information regarding the creative elements (including, without limitation, scripts and storyboards) 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.