

**2022 SAG-AFTRA STANDARD EMPLOYMENT CONTRACT**

**COMMERCIALS - Principal Performers**

Date: \_\_\_\_\_

Est. #: \_\_\_\_\_

Job #: \_\_\_\_\_

JPC AUTHORIZER

Between **(Producer)** \_\_\_\_\_, and **(Performer)** \_\_\_\_\_

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

For Agency: \_\_\_\_\_ Engagement Date: \_\_\_\_\_

Agency Address: \_\_\_\_\_ Place: \_\_\_\_\_ Zip: \_\_\_\_\_

acting as agent for Advertiser: \_\_\_\_\_ Product: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Compensation: \_\_\_\_\_ Part Played: \_\_\_\_\_ Time From: \_\_\_\_\_ To: \_\_\_\_\_

**Employer of Record for income tax and unemployment insurance:** Talent Entertainment and Media Services, LLC dba The Team Companies, LLC, 2300 Empire Ave., 5th Floor, Burbank, CA 91504

Ad-ID (s)	Title (s)	Tags	Totals
			Spots: _____
			Tags: _____
			Demos: _____

**Classification**

On-Camera

Off-Camera

Principal

Character Voice

Puppeteer

Stunt Performer

Stunt Coordinator

Dancer

Contractor

Singer

Solo-Duo

Grp 3-5/3+ Dancer

Singer Group 6-8

Singer Group 9+

Specialty Act

Pilot

Signature

Other:

**Check if Applicable**

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 Services

Other:

**Wardrobe to be furnished by:**

Producer  Performer

If furnished by Performer, # of costumes:

Non-Evening @ \$20.36 x \_\_\_\_\_ (#)

Evening Wear @ \$33.91 x \_\_\_\_\_ (#)

**Total wardrobe fee:** \$ \_\_\_\_\_

**Multiple Tracking or Sweetening:**

DID occur  Did NOT occur

Check if Payable:

Flight Insurance @ \$13.39

Dancer's Footwear Allowance @ \$13.41 x \_\_\_\_\_ (days) **Total footwear:** \$ \_\_\_\_\_

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.

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

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions herein and hereby agrees thereto. Signature of 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 W-4 address

To Performer c/o: (name) \_\_\_\_\_ (address) \_\_\_\_\_

All notices to Producer shall be addressed as follows:

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

Producer Address: \_\_\_\_\_

Producer Email: \_\_\_\_\_

Producer (Print Name): \_\_\_\_\_

SIGNED BY PRODUCER: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Performer (Print Name): \_\_\_\_\_

SIGNED BY PERFORMER: \_\_\_\_\_

**MINORS ONLY**

Performer hereby certifies that he/she is 21 years of age or over (if under 21 years of age this contract must be signed here by a parent or guardian).

I, the undersigned, hereby state that I am the parent/guardian of the above named Performer and do hereby consent and give my permission to this agreement.

Signature of Parent/Guardian: \_\_\_\_\_  Mother  Father  Guardian

DATE	WORKTIME FROM TO	MEALS FROM TO	MAKEUP/FITTING/TEST FROM TO	TRAVEL TO LOC FROM TO	TRAVEL FROM LOC FROM TO	PERFORMER'S INITIALS

### 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.

<b>LOAN-OUT CORPORATION</b>	<input type="checkbox"/> Performer is working through a loan-out Corporation.	<b>▶ Submit W-9 if incorporated.</b>
Corporation name: _____	FED-ID #: _____	

Performer's Tel: _____	Performer's Email: _____
------------------------	--------------------------