

**SCREEN ACTORS GUILD
COMMERCIALS CONTRACT DEPARTMENT
5757 Wilshire Blvd., Los Angeles, CA 90036
(323) 549-6858 for commercial queries only.
All other questions, call (323) 954-1600.
www.sag.org**

The following is a brief interpretation of the Screen Actors Guild 2009 Commercials Contract relating to Principal Performers. This digest is possible due to the generous assistance of the Screen Actors Guild. For more complete information, LA 411 recommends that the reader contact the Screen Actors Guild's Commercials Department.

Auditions

The first 2 auditions are allowed without compensation if one hour or less. Additional time is paid in 30 minute units @ \$37.00 per unit. 3rd callbacks are \$148.10 for the first 2 hours and \$37.00 per half hour thereafter. 4th callbacks are \$296.10 for the first 4 hours and \$37.00 per half hour thereafter. No payment is due for the first 2 hours of a 3rd or 4th audition if 3 or fewer performers are called back and no performers are on a 1st audition.

Bookings & Cancellations

A Performer is booked when:

1. Given written notice of acceptance.
2. A form contract signed by the producer is delivered to the performer or when a form contract unsigned by the producer is delivered to a performer and is executed by performer and returned to producer within 48 hours.
3. A script is delivered to the performer (does not include delivery for auditions or for the performer to review for possible employment).
4. Fitted (does not include wardrobe tests).
5. Given a verbal call which he/she accepts.
6. Told he/she will be used but no date is set.
7. Told not to accept an engagement for a spot advertising a competitive product or service.

The Producer shall have the right to cancel any call without payment because of impossibility of production due to "Force Majeure." Postponement of a call to a mutually acceptable date may be made by the Producer upon 24 hours notification (except on Saturdays, Sundays and holidays), as long as the new booking date is made within 15 working days of original date and payment of one half day of the session fee is paid. If production does not take place within 15 days, another half session payment is due and the Performer is thereupon released. None of these payments are creditable toward any session fees payable to the Performer if production should take place at a later date.

Employment

1. Session fees must be paid and postmarked within 12 working days.
2. On-camera principals/stunt performers' session fee is \$592.20 for an 8-hour day. The voice-over session fee is \$445.30 for a 2-hour session.
3. Performer is paid for each commercial shot on the same day. Performer is paid for each day whether or not the commercial is completed. In other words, the Performer is paid a session fee for the number of days or the number of commercials, whichever is greater.
4. If Performer is called in to re-shoot, session fees are due and payable depending on quantity of commercials and number of days.
5. For each tag or dealer identification made beyond one, The voice over rate shall be paid \$132.45 . This fee is paid for each tag numbered two through 25. \$73.50 is paid for each tag 26 through 50. \$40.05 is paid for each tag 51+. If called in for the sole purpose of making tags, a session fee and a specified rate applies for each tag beyond one. (Contact SAG for the specific tier-step rate and whether any other session fee rate is applicable.)
6. Commercials made initially for use on the Internet or in New Media: Producer may bargain freely with Performer and shall pay Performer compensation in such amount as shall be agreed by direct bargaining with the Performer or the Performer's agent. Effective April 1, 2011, Performers shall be compensated at not less than the minimum session rates.

Work Time

1. All on-camera Principals' sessions are based on an eight-hour day. That does not include their meal periods. Off-camera (voice over) Performers' sessions are based on two-hour engagements.
2. Performer's rate for the ninth and tenth hours of work is time-and-one-half, and the 11th hour of work is paid at double the Performer's hourly rate.
3. Overtime for Principals earning more than 2x the session fee per commercial per day shall be paid 1 1/2 x (instead of double time) after 10 hours.
4. Principal Performers making more than double scale for the session (over \$1,184.40 per commercial) shall receive 1 1/2 x their session rate for Saturdays and Sundays. Performers making \$1,184.40 or less shall receive double their session rate.
5. Rest periods from time of dismissal to first call thereafter must be 12 hours. Exceptions to this are made when the last shot of the day is an exterior shot on a nearby location and the next day's shooting begins with exterior photography. Then the rest period may be reduced to 10 hours. The reduced rest period pertains only to those performers who are in the respective scenes.

(Contact SAG for other exceptions.)

Night Work

Night work is defined as work between 8 p.m. and 6 a.m., except that a first call for the day at 5 a.m. or thereafter shall not constitute night work.

Except as above provided, the Performer shall receive premium pay for each hour of night work equal to 10% of his/her hourly rate for such hours. In the computation of such premium pay, the hourly rate of the Performer for such hours is first determined, and 10% thereof is added as the night work premium.

Travel Time

1. The Los Angeles Studio Zone is defined as that area within a radius of 30 miles of the intersection of Beverly and La Cienega Boulevards.
2. Travel to and from location when no services are rendered requires a full session fee. There are no half day or hourly rates.
3. Travel time shall be paid as work time if Performer is working. Overtime caused by travel to and from location is paid at straight time in quarterly units.
4. All travel past midnight shall be paid at 1 1/2 x Performer's rate, in quarterly units.
5. If traveling to and from LAX and JFK, add one hour. If traveling to and from La Guardia, add 1/2 hour.

Meals & Meal Penalties

1. Meal periods must be within six hours of first call in-studio or on location. Second meal period must be within six hours following completion of first meal period.
2. Meal penalty is \$25.00 for first 1/2 hour violation, second 1/2 hour is \$25.00, third 1/2 hour and each 1/2 hour thereafter is paid at \$50.00.
3. If makeup, wardrobe or hairdress preparation time will disrupt the Performer's normal meal period, the Producer may provide that Performer with a working meal (e.g., coffee, sandwiches) before the Performer's set call if no deduction is made from work time for meal periods.

Mileage & Parking

Mileage based on rate which IRS provides may be paid as a travel expense allowance not reported as income. The Producer shall provide supervised or secured parking.

Travel, Transportation & Accommodations

1. All travel expenses and lodging accommodations shall be furnished by the Producer including first class transportation to and from location for air travel of 1,000 or more air miles. For air travel of less than 1,000 miles, coach service may be provided. Producer shall provide a reasonable single room accommodation.
2. Necessary traveling expenses and meal per diem at breakfast (\$10.95), lunch (\$16.40), and dinner (\$30.25).

Holidays

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday (Presidents' Day), Memorial Day, July 4, Labor Day, Thanksgiving, Christmas. Holidays that fall on a Sunday will be attributed to the following Monday.

Principals working on a holiday are entitled to double time for all hours worked.

Pension and health contribution is 15.5%.

Visit www.sag.org for more information.