

## CASTING SPECIFICATIONS FOR TV PRODUCTION & STILLS

Date	April 11, 2016		
		Product:	Untitled Sports Drink
Shoot Date(s) Window:	5/3 and 5/4	Exclusivity/Conflict:	Sports Drinks

Commercials	Lengths	Commercials	Lengths
"The Corner"	:60/:30		

Performer(s) engaged for the commercial (s) listed above must be engaged on the conditions below. In order to avoid any misunderstanding, each Usage Right must be mentioned at the time of the audition call and confirmed prior to engagement. Except as indicated below, no special terms, conditions and payments can be negotiated without prior approval by the agency Business Affairs Manager.

### Anticipated Use:

National: XX	Network: XX	Regional:	Spot Market:
Internet: XX	Dealer:	Foreign:	Test Market:
Cable: XX	Theatrical/Industrial:	Simulcast:	TV Program:
Behind the Scenes footage:	New Media: XX	Stills: XX	

### Special Requirements:

All provisions of the SAG Standard Commercials Contract apply, including Internet & New Media\*\*. We intend to book **OCF PERFORMERS AT SCALE** with all rights included. Performers have the right to negotiate more favorable rates at the time of booking.

**Non-disclosure agreements:** Performers will be required to sign a NDA at the shoot regarding use of personal photos taken on set or using social media to discuss their work on this project.

**Behind-the-Scenes Footage:** If Agency elects to shoot behind-the-scenes footage during the commercial shoot and a performer is filmed for such use, the performer will be paid scale session fee under the SAG Industrial contract – Category II. Reuse will only be paid if performer is used in the final video. Contracts will be provided on set.

**Stills:** If Agency elects to shoot Stills during the commercial shoot or use screen grabs from the footage as stills, W+K intends to pay the following fee(s), depending upon the option(s) exercised by W+K and/or Client, but **only** if the performer's likeness is used in the final edit of the Photo Materials in a manner in which he/she is identifiable:

- Digital use only:** For use in any and all forms of digital media (e.g., internet, mobile, social media and all new electronic media); PR/events, industrial uses, for a period of **one (1) year throughout North America (except use in digital media shall be worldwide)**, a fee of **1,000 + 20% agent fee.**
- Digital + Print use:** For use in any and all forms of digital media (e.g., internet, mobile, social media and all new electronic media); PR/events, industrial, consumer + trade print, OOH, retail, POP, newspaper, collateral and direct mail, for a period of **one (1) year throughout North America (except use in digital media shall be worldwide)**, a fee of **1,800 + 20% agent fee.**

**Releases for use of stills will be provided for signature on set.**

**\*\*Special Provisions Attachment for Commercials**  
**Made for Initial Use on Broadcast Television moved over to Internet & New Media**

**New Media** is defined by the SAG Commercials Contract as digital, electronic and any other type of delivery platform including, but not limited to, commercials delivered via podcasts, mobile phones and other digital or electronic media, whether now known or unknown.

In addition to the terms and conditions of the foregoing "Screen Actors Guild Standard Employment Contract for Television Commercials" (the "Contract"), we intend to book performers for Internet & New Media usage as follows:

Without limiting any provision in the Contract, Performer agrees that Producer will have the maximum usage rights permitted by the SAG Commercials Contract, including without limitation the right to move any and all commercials over to the Internet and/or to New Media, for one (1) year and/or for any other period prescribed by the SAG Commercials Contract (in each case in exchange for the minimum compensation prescribed by the SAG Commercials Contract at the rate of 400% of the applicable session fee).

This rate will cover usage on Internet and all New Media Platforms as listed above for one (1) edit of the commercial. A payment of one (1) additional scale session fee will cover up to four (4) more edits/lifts/revisions. Any edits/lifts/revisions after five (5) will be negotiated in good faith.

## PRINT DETAILS

### MODEL'S USE AUTHORIZATION

In consideration of my engagement as a MODEL for ("W&K"), on behalf of ("CLIENT"), and for other good and valuable consideration, I hereby grant to W&K on behalf of CLIENT, their respective distributors, successors and assigns, and those acting with their authority, the absolute and exclusive right and permission, throughout the world, to copyright, use, re-use, publish and republish photographic portraits, pictures, silhouettes, sketches, drawings, caricatures, name or any likeness of me or in which I may be included, in whole or in part, or composite, or distorted in character, form or color that emanate from a photography session or screen grabs from any footage (collectively known as "Photo Materials"), without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or any reproduction thereof made through any of the media hereinafter listed for art, advertising, trade, commercial or any other purposes whatsoever in connection with CLIENT.

### FOR ON CAMERA PRINCIPALS

**In consideration for the benefits and services granted herein, I understand that W&K shall pay OCP, as follows, but only if their identifiable image is used:**

1. **Digital use only:** For use in any and all forms of digital media (e.g., internet, mobile, social media and all new *electronic* media); PR/events, industrial uses, for a period of one (1) year throughout North America (except use in digital media shall be worldwide), a fee of \$1,000 US + 20% agent fee.
2. **Digital + Print use (North America):** For use in any and all forms of digital media (e.g., internet, mobile, social media and all new electronic media, video); PR/events, industrial, consumer + trade print, ooh, retail, pop, newspaper, collateral and direct mail, for a period of one (1) year throughout North America (except use in digital media shall be worldwide), a fee of \$1,800 + 20% agent fee.
3. **Digital + Print use (Worldwide):** For use in any and all forms of digital media (e.g., internet, mobile, social media and all new electronic media, video); PR/events, industrial, consumer + trade print, ooh, retail, pop, newspaper, collateral and direct mail, for a period of one (1) year throughout worldwide, a fee of \$3,000 + 20% agent fee.

I hereby waive any right that I may have to inspect and approve the finished product or products for media use or the advertising copy or printed matter in which I am featured pursuant to the terms hereof.

Model will not receive any payment should the stills be used for internal presentation and award show purposes (non-commercial use).