

Check here if  
JPC Authorizer

# Standard SAG-AFTRA Employment Contract for Principals in Commercials – 2019 Exhibit A-1

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

MAZI JOB #: \_\_\_\_\_

Between \_\_\_\_\_, Producer and \_\_\_\_\_, Performer.

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

Estimate #:	PO #:	Job #:
AdID(s)/Asset ID #s	TITLE(S)	TOTALS
		# of Comm's
		# of Tags
		# of Demos

**COMMERCIAL TYPE - CHECK IF APPLICABLE:**

- Dealer Commercial(s)     Seasonal     Non-Air Commercial(s)     Made for Internet     Work in Smoke Required  
 Type A     Type B     Test or Test Market     Produced for Cable     Made for New Media     Foreign Language Translation

Such commercials are to be produced by the Ad Agency named below acting as an agent for the Advertiser named below.

AD AGENCY:	AD AGENCY ADDRESS:		
ADVERTISER:	PRODUCT(S)/SERVICE(S):		
PLACE OF ENGAGEMENT (Location or Studio):	CITY AND STATE IN WHICH SERVICES RENDERED:		
CATEGORY TYPE:	<input type="checkbox"/> Dancer Solo or Duo <input type="checkbox"/> Singer Solo or Duo	<input type="checkbox"/> Dancer 3+ <input type="checkbox"/> Group Singer 3-5	<input type="checkbox"/> Group 3-5 <input type="checkbox"/> Group Singer 6-8
<input type="checkbox"/> Principal Performer	<input type="checkbox"/> Group 6-8 <input type="checkbox"/> Group Singer 9 or more	<input type="checkbox"/> Group 9 or more <input type="checkbox"/> Puppeteer	<input type="checkbox"/> Group Singer 9 or more <input type="checkbox"/> Character Voice
<input type="checkbox"/> Stunt Performer	<input type="checkbox"/> Contractor	<input type="checkbox"/> Puppeteer	<input type="checkbox"/> Character Voice
<input type="checkbox"/> Specialty Act	<input type="checkbox"/> Contractor	<input type="checkbox"/> Puppeteer	<input type="checkbox"/> Character Voice
<input type="checkbox"/> Pilot	<input type="checkbox"/> Contractor	<input type="checkbox"/> Puppeteer	<input type="checkbox"/> Character Voice
<input type="checkbox"/> Stunt Coordinator	<input type="checkbox"/> Contractor	<input type="checkbox"/> Puppeteer	<input type="checkbox"/> Character Voice
CLASSIFICATION:	<input type="checkbox"/> ON-CAMERA	<input type="checkbox"/> OFF-CAMERA	
Role/Part to be Played:			
Compensation:			
Date(s) & Hours of Employment:			

**CHECK ALL THAT APPLY:**

Flight Insurance Payable (\$13.39)     Dancer's Footwear Allowance:@ \$13.41 x \_\_\_\_\_ days = Total Dancer Footwear Fee \$ \_\_\_\_\_

Wardrobe to be furnished by:  Producer     Performer - If furnished by Performer:

\_\_\_\_\_ Non-Evening @ \$20.36 = \$ \_\_\_\_\_    Evening Wear @ \$33.91 = \$ \_\_\_\_\_    Total Wardrobe Fee = \$ \_\_\_\_\_

Performer DOES NOT CONSENT to the use of his/her services in commercials made hereunder

on the Internet     in New Media     as dealer commercials payable at dealer commercial rates

The standard provisions printed on page 2 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 in this form other than those which are more favorable to the 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 the Performer.

Until Performer shall otherwise direct in writing, Performer authorizes Producer to make all payments to which Performer may be entitled hereunder as follows:		
<input type="checkbox"/> To Performer at (W-4 address): _____		
<input type="checkbox"/> To Performer c/o Agent: _____ Address: _____ Phone: _____ Email: _____		
<input type="checkbox"/> Performer is working through a Loan-Out Corporation. Name of Corp: _____		
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: Company: _____ Address: _____ Phone: _____ Email: _____		

**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 and hereby agrees thereto. Performer's Signature: \_\_\_\_\_

This contract is subject to all of the terms and conditions of the applicable Commercials Contract. The Performer has the right to consult with his/her representative or SAG-AFTRA before signing this contract.

BY: Producer Signature: \_\_\_\_\_ Performer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**MINORS:** Performer hereby certifies that he/she is 21 years of age or over (if under 21 years of age this contract must be signed below by a parent or legal guardian). I, the undersigned, hereby state that I am the  Mother     Father     Legal Guardian of the above named Performer and do hereby consent and give my permission to this agreement.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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for Principals in Commercials – 2019 Exhibit A-1**

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

MAZI JOB #: \_\_\_\_\_

Performer: \_\_\_\_\_ Job #: \_\_\_\_\_ PO #: \_\_\_\_\_

Advertiser: \_\_\_\_\_ Product/Service: \_\_\_\_\_

DATE	WORKTIME		MEALS		PRIOR DAY TEST MAKEUP/FITTING		TRAVEL TO LOCATION		TRAVEL FROM LOCATION	
	From	To	From	To	From	To	From	To	From	To
<b>MULTI-TRACKING OR SWEETENING?</b>		<b>IF YES TO SWEETENING, # OF TRACKS:</b> _____		<b>Performer's Signature:</b> _____						
<input type="checkbox"/> NO <input type="checkbox"/> YES										

**Employer of Record for income tax and unemployment insurance purposes is:**

VENDOR NAME:	ADDRESS:
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**STANDARD PROVISIONS**

1. **RIGHT TO CONTRACT:** Performer states that to the best of his/her knowledge, he/she has not authorized the use of his/her 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 he/she is 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, he/she has not accepted employment in nor authorized the use of his/her name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that he/she will not hereafter, during the term of permissible use of the commercial(s) for which he/she is employed hereunder, accept employment in or authorize the use of his/her 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 name groups) or to performers employed in seasonal commercials under Section 41 of the SAG-AFTRA Commercials Contract.
3. **OTHER USES (Strike "A" or "B" or both if such rights are not granted by Performer)**
  - (A) **Foreign Use:** Producer shall have the right to the foreign use of the commercial(s) produced hereunder for which Producer agrees to pay Performer not less than the additional compensation provided for in the SAG-AFTRA Commercials Contract. Producer agrees to notify SAG-AFTRA in writing promptly of any such foreign use.
  - (B) **Theatrical & Industrial Use:** Producer shall have the right to the commercial(s) produced hereunder for theatrical and industrial use as defined and for the period permitted in the SAG-AFTRA Commercials Contract, for which Producer shall pay Performer not less than the additional compensation therein provided.
4. **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.
5. **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.
6. **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 scripts 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.