



2019 SAG-AFTRA Audio Commercials Contract

Transfer of Rights - Assumption Agreement

Transferor:
(Company Name)
(Address)
(City, State, Zip)

Transferee:
(Company Name)
(Address)
(City, State, Zip)

This agreement is effective \_\_\_\_\_.

Transferee hereby agrees with Transferor that all radio commercials covered by this agreement (listed below\*) are subject to the SAG-AFTRA Radio Recorded Commercials Contract or any predecessor agreement under which the commercials were produced and that the parties contemplate a transfer of exclusive rights in the covered commercials from the Transferor to the Transferee.

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and the performers affected thereby, to make all payments of use fees as provided in said Contract and all Social Security, Withholding, Unemployment Insurance and Disability Insurance payments and all appropriate contributions to the AFTRA Health and Retirement Funds, the AICF and AMF required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such radio commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to utilize such radio commercials shall be subject to, and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Contract, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made

Notwithstanding the foregoing, in the event that an advertiser becomes signatory to the Contract, or in the event that a non-signatory advertiser transfers all or a portion of its business from a non-signatory agency to a signatory agency, the Union shall waive application of this Contract to commercials that were produced prior to becoming a signatory or prior to transferring business to a signatory agency on the following condition: The advertiser, or its agency, shall provide to the Union a list of all such commercials within 60 days of the advertiser becoming signatory or transferring business to a signatory agency. Should those commercials be edited other than as permitted under Section 24, Editing and Dubbing, subsequent to the advertiser becoming signatory or transferring business to a signatory agency, however, the Contract shall apply fully to those edited or modified versions.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to SAG-AFTRA of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to SAG-AFTRA a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

\*COMMERCIALS COVERED BY THIS AGREEMENT:

TITLE AND Ad-ID® OR OTHER CODE NUMBER PRODUCT SESSION DATE

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(List all other commercials on reverse side of this form.)

(Company Name of Transferor)
By: \_\_\_\_\_
(Signature of Officer)

(Company Name of Transferee)
By: \_\_\_\_\_
(Signature of Officer)

(Type Officer's Name and Title)

(Type Officer's Name and Title)

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

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

FINANCIAL INFORMATION: (Needed only if not signatory to SAG-AFTRA)

Transferee's Bank: Name \_\_\_\_\_ Branch \_\_\_\_\_
Address \_\_\_\_\_ City/Zip \_\_\_\_\_ Fax # \_\_\_\_\_
Phone \_\_\_\_\_ Staff Referral \_\_\_\_\_ Acct.# \_\_\_\_\_

APPROVED FOR SAG-AFTRA

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_