

# STANDARD SAG-AFTRA EMPLOYMENT CONTRACT PRINCIPALS IN COMMERCIALS (EXHIBIT A-1)

Extreme Reach Talent, Inc., 111 W. Jackson Blvd., Suite 1525, Chicago, IL 60604, (312) 726-4404, is the Employer of Record solely for the purpose of taxes, workers' compensation and unemployment insurance.

Producer to Complete	
Date	Job#
Please return to	

Between (Producer): \_\_\_\_\_ and (Performer): \_\_\_\_\_ .

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

Commercial Title(s)	Ad-ID(s)	# Spots	# Tags	# Demos
Commercial Type (check all that apply) <input type="checkbox"/> Dealer Commercial(s) Type A <input type="checkbox"/> Test or Test Markets Commercial(s) <input type="checkbox"/> Produced for Cable Only <input type="checkbox"/> Addendum for Region: <input type="checkbox"/> Dealer Commercial(s) Type B <input type="checkbox"/> Non-Air Commercial(s) <input type="checkbox"/> Produced for Internet Only <input type="checkbox"/> Translation Services <input type="checkbox"/> Seasonal Commercial(s) <input type="checkbox"/> Work In Smoke Required <input type="checkbox"/> Produced for New Media Only    for Language:				
(Such commercial(s) are to be produced by) Ad Agency, Address				
(Acting as agent for) Advertiser		Products		
City, State (In which services rendered)		Place of Engagement		
Performer Type <input type="checkbox"/> Principal Performer <input type="checkbox"/> Dancer <input type="checkbox"/> Group 3-5 <input type="checkbox"/> Contractor <input type="checkbox"/> Group Signature 6-8 <input type="checkbox"/> Stunt Performer <input type="checkbox"/> Singer <input type="checkbox"/> Group 6-8 <input type="checkbox"/> Signature - Solo or Duo <input type="checkbox"/> Group Signature 9 or more <input type="checkbox"/> Specialty Act <input type="checkbox"/> Solo or Duo <input type="checkbox"/> Group 9 or more <input type="checkbox"/> Group Signature 3-5 <input type="checkbox"/> Pilot				
Classification <input type="checkbox"/> On-Camera <input type="checkbox"/> Off-Camera		Part to be Played		
Compensation		Date(s) and Hour(s) of Employment		
Adjustments (check all that apply) <input type="checkbox"/> Flight Insurance (\$12.63) Payable <input type="checkbox"/> Wardrobe to be furnished by Producer <input type="checkbox"/> Wardrobe to be furnished by Performer If by Performer, number of costumes: Non-evening wear @19.21: _____ Evening wear @31.99: _____ Total Wardrobe Fee: \$ _____				
Performer does not consent to the use of his/her services in commercials made hereunder: <input type="checkbox"/> on the Internet. <input type="checkbox"/> in New Media. <input type="checkbox"/> 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 the 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.

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

Performer acknowledges that he/she has read all the terms and conditions in the Special Provisions section above and hereby agrees thereto:

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 (Address): \_\_\_\_\_

To Performer c/o (Agent/Representative, Address): \_\_\_\_\_

All notices to Performer shall be sent to the address designated above for payments and, if Performer desires, to one other address as follows (Name, Address):

(All notices to) Producer Address \_\_\_\_\_ Producer 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 guardian.)**

I, the undersigned hereby state that I am the  Mother  Father  Guardian of the above named Performer and do hereby consent and give my permission to this agreement: \_\_\_\_\_ Parent or Guardian Signature

This contract is subject to all of the above 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.

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

Performer Telephone Number: \_\_\_\_\_ Performer Email: \_\_\_\_\_

Producer (Name, Company): \_\_\_\_\_ Producer Signature: \_\_\_\_\_

Dates Worked	Work From/To	Meals From/To	Travel to Loc From/To	Travel from Loc From/To	Makeup/Fitting From/To
Multiple Tracking Occured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Sweeten # of Tracks		Performer Signature	

**STANDARD PROVISIONS**

**1. RIGHT TO CONTRACT STANDARD PROVISIONS**

Performer states that to the best of Performer’s knowledge, Performer has not authorized the use of Performer’s 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 Performer is free to enter into this contract and to grant the rights and uses herein set forth.

**2. EXCLUSIVITY**

Performer states that since accepting employment in the commercial(s) covered by this Contract, Performer has not accepted employment in nor authorized the use of Performer’s name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that Performer will not hereafter, during the term of permissible use of the commercial(s) for which Performer is employed hereunder, accept employment in or authorize the use of Performer’s 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)” if such rights not granted by Performer.)**

(a) Foreign Use: Producer shall have the right to the foreign use of the commercial 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 and 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 RIGHT**

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. NON-DISCLOSURE/CONFIDENTIALITY**

‘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.

The Employee’s Withholding Allowance Certificate (W-4) below may be submitted as a substitute for the IRS form. If you need the complete tables, instructions and worksheets, please go to [www.irs.gov/pub/irs-pdf/fw4.pdf](http://www.irs.gov/pub/irs-pdf/fw4.pdf) or our web site at [extremereach.com/talent-resources](http://extremereach.com/talent-resources).

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee’s Withholding Allowance Certificate</b>		OMB No. 1545-0074 <span style="font-size: 2em; font-weight: bold;">2019</span>	
<b>► Whether you’re entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>					
<b>1</b> Your first name and middle initial		Last name		<b>2</b> Your social security number	
Home address (number and street or rural route)			<b>3</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married filing separately, check “Married, but withhold at higher Single rate.”		
City or town, state, and ZIP code			<b>4</b> If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ► <input type="checkbox"/>		
<b>5</b> Total number of allowances you’re claiming (from the applicable worksheet on the following pages) . . . . .				<b>5</b>	
<b>6</b> Additional amount, if any, you want withheld from each paycheck . . . . .				<b>6</b> \$	
<b>7</b> I claim exemption from withholding for 2019, and I certify that I meet <b>both</b> of the following conditions for exemption.					
<ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write “Exempt” here . . . . . ►					
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
<b>Employee’s signature</b> (This form is not valid unless you sign it.) ►				<b>Date</b> ►	
<b>8</b> Employer’s name and address ( <b>Employer:</b> Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			<b>9</b> First date of employment	<b>10</b> Employer identification number (EIN)	