

SAG-AFTRA - ACTORS TELEVISION MOTION PICTURE DAY PLAYER CONTRACT (High Budget SVOD - Direct)

Producer:	Date of Agreement:	
Producer's Address: 1575 N. Gower St., Los Angeles, CA 90028	Start Date:	
Player's Name:	Name of Series:	Role:
Player's Address & Telephone #:	Production #:	Episode Title:
Daily Rate:	Weekly Conversion Rate:	
"DROP-AND-PICK-UP" DEALS ONLY: Soft pick-up date on _____ as <input type="checkbox"/> Day Player or <input type="checkbox"/> Weekly Player		

1. This agreement covers the employment of the above-named Player by Producer in the above production, produced primarily for exhibition on a **subscription video on demand service** (the "Service") (herein "photoplay"), and at the rate of compensation set forth above, and is subject to and shall include, for the benefit of Player and Producer, all of the applicable provisions and conditions contained or provided for in the **SAG-AFTRA Television Agreement** (herein called the "Television Agreement"). Player's employment shall include performance in noncommercial openings, closings, bridges, etc., and no additional compensation shall be payable to Player so long as such are used in the role and episode covered hereunder in which Player appears; for other use, Player shall be paid the minimum additional compensation, if any, required under the provisions of the Television Agreement. Player's employment hereunder, at the election of Producer, shall also include performance in "behind-the-scenes" footage and other material expanding upon or related to the photoplay and/or series, as well as other material (whether taken from the photoplay or otherwise) used to advertise, promote or publicize the photoplay, series and/or the Service. Per this original agreement, Player agrees to the future reuse of the soundtrack or photography to be used in any picture or other program, whether filmed, taped, live or in any other medium as permitted under the Television Agreement New Media Sideletter. No additional compensation shall be paid to Player for any such services or use unless specifically required by the Television Agreement, in which event Producer shall pay Player the applicable minimum amount required therefor.

2. Producer shall have all rights in and to the results and proceeds of Player's services rendered hereunder and shall have the unlimited right to exploit the foregoing and any element(s) thereof in all media now known or hereafter devised, throughout the universe, in perpetuity, in accordance with the terms and conditions of the Television Agreement.

3. If the photoplay is exhibited beyond ninety (90) days on the Service or exhibited on any other New Media platform and such photoplay contains any of the results and proceeds of Player's services, Player will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

4. If the photoplay is rerun on television in the United States or Canada and contains any of the results and proceeds of Player's services, Player will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

5. If there is foreign telecasting of the photoplay as defined in the Television Agreement, and such photoplay contains any of the results and proceeds of Player's services, Player will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

6. If the photoplay is exhibited theatrically anywhere in the world and contains any of the results and proceeds of Player's services, Player will be paid the minimum additional compensation prescribed therefor by the Television Agreement.

7. If the photoplay is exhibited in Supplemental Markets anywhere in the world and contains any of the results and proceeds of Player's services, Player will be paid minimum Supplemental Markets fees in accordance with the Television Agreement.

8. Should any dispute or controversy arise between the parties hereto with reference to this contract, or the employment herein provided for, such dispute or controversy shall be settled and determined by conciliation and arbitration in accordance with and to the extent provided in the conciliation and arbitration provisions of the Television Agreement, and such provisions are hereby referred to and by such reference incorporated herein and made a part of this agreement with the same effect as though the same were set forth herein in detail.

9. Player agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required, Producer shall supply the same.

10. Producer may require Player to perform in trailers during the term hereof (whether to promote a single episode or the series) and for such services, Player shall be entitled to the minimum additional compensation, if any, provided in the Television Agreement. Notwithstanding the foregoing, if Player is engaged hereunder at a salary equivalent to or more than \$3,250.00 per week, Producer may require Player to perform in trailers during the term hereof (whether such trailers are used to promote a single episode or to promote the series) and Player shall not be entitled to any additional compensation therefor. Producer may use portions of film clips and/or soundtrack of Player's services in the above photoplay as a trailer to promote another episode or the series as a whole and no additional compensation shall be paid to Player for such use.

11. Compensation payable to Player includes advance payment for one (1) post-production day pursuant to the Television Agreement based on Player's compensation. (Initial): _____

12. Producer shall have the right to use Player's name, voice and likeness in connection with the photoplay and series and in the advertising, publicizing or other exploitation thereof by any means now or hereafter known. If such use is in connection with any merchandising or publishing activities, including covers for phonograph albums and books commercially published for sale to the public, Player hereby consents thereto and Producer shall pay Player 5% of the net receipts (after deducting a 50% distributor fee plus Producer's expenses) derived from such activities; provided, however, that if Player's name, voice or likeness is used jointly with that of other members of the cast, then Player's aforesaid percentage shall be divided by the number of cast members, including Player, whose names, voices or likenesses are used. Player hereby agrees that Producer shall have the right to use clips of Player's name, voice and/or likeness in any and all media with payment of the applicable minimum compensation, if any, as required by the Television Agreement.

13. Player acknowledges that it is a crime to accept or pay any money, service or other valuable consideration for the inclusion of any plug, reference, product identification or other matter as a part of a television program unless there is full disclosure as required by the applicable sections of the Federal Communications Act. Player will not accept or pay any such consideration or agree to do so, and any breach of such undertaking will give Producer the right to terminate this agreement.

14. Time cards are available on the set for initialing or signature at the end of each day.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

For Screen Credit purposes, Player's name shall appear as follows: _____

PRODUCER: _____

(Please print clearly)

(Player's Signature)

(Producer's Authorized Signatory)

**RIDER ATTACHED TO AND HEREBY MADE A
PART OF THE AGREEMENT BETWEEN**

Producer: _____ and

Player: _____

Dated: _____

1. BILLING:

Upon condition that Player fully and faithfully performs all of Player's obligations and covenants under this agreement, and that the photoplay as finally edited and released contains any of the results of Player's services, Producer agrees that Player shall receive the following billing on the positive prints of the original English language version of the photoplay, the style, nature and placement of which shall be within the sole discretion of Producer, subject only to such limitations as are expressly set forth herein, if any, and to such limitations as are imposed by applicable collective bargaining agreements.

Billing as follows: _____

In the event Player is accorded a designated credit placement, such placement shall apply only to the placement of Player's credit in relationship to other freelance performers (credit accorded regular series performers expressly excluded).

If the photoplay is combined with one or more other photoplays or is substantially cut or expanded, or is exhibited as part of a series other than the series for which originally intended or in which first televised or exhibited, or exhibited in a different medium from that for which it was initially produced or on which it was first exhibited, Producer may make such changes in Player's credit and any other credits involved as Producer deems reasonable under the circumstances including but not limited to changes to resolve any conflicts in the credit requirements for such photoplays.

It is understood that no inadvertent or unintentional failure to give such billing, whether due to lack of time or otherwise, shall be deemed to be a breach of this agreement. Nothing herein contained shall be construed to prevent so-called "trailer," "teaser" or other advertising in connection with the photoplay without mentioning the name of Player. If Player shall have committed or does commit any act, or if Player shall have done or does anything which shall be an offense involving moral turpitude under federal, state or local laws, or which might tend to bring Player into public disrepute, contempt, scandal or ridicule, or which might tend to reflect unfavorably upon Producer, its assigns or licensees, including but not limited to, the sponsors, if any, or their advertising agencies, if any, of the photoplay, or otherwise injure the success of the photoplay, Producer shall have the right to delete the billing provided for herein from any broadcasts or other uses which are thereafter made of the photoplay.

2. **DRESSING ROOM:** _____

3. **GUARANTEE:** _____

4. **TRAVEL:** _____

5. **AGENT/REP INFO:** _____

6. **ADDITIONAL PROVISIONS:**

Player (Initial): _____

Producer (Initial): _____