

AFTRA EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

Date \_\_\_\_\_

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

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

Table with 2 columns: Commercial Title(s), Code No.(s). Includes Total No. of Commercials.

Check If Applicable
Dealer Commercial(s) - Type A
Dealer Commercial(s) - Type B
Seasonal Commercial(s)
Test or Test Markets Commercial(s)
Non-Air Commercial(s)
Produced for Cable
Work In Smoke Required
Spanish Language Translation Services

Such commercial(s) are to be produced by \_\_\_\_\_ (Advertising Agency) \_\_\_\_\_ (Address)

acting as agent for \_\_\_\_\_ (Advertiser) \_\_\_\_\_ (Product(s))

City and State in which services rendered: \_\_\_\_\_ Place of Engagement \_\_\_\_\_

- Principal Performer, Stunt Performer, Specialty Act, Dancer, Singer, Solo or duo, Group 3-5, Group 6-8, Group 9 or more, Contractor, Signature - solo or duo, Group-Signature 3-5, Group-Signature 6-8, Group-Signature 9 or more, Pilot

Classification On-Camera Off-Camera Part to be Played \_\_\_\_\_

Compensation \_\_\_\_\_ Date & Hr. of Engagement \_\_\_\_\_

Check If: Flight Insurance (\$11.80) Payable
Wardrobe to be furnished by Producer by Performer (Non-Evening Wear) (Evening Wear) Total Wardrobe Fee
If furnished by Performer, No. of Costumes @ 17.65 @ 29.45

- Performer does not consent to the use of his/her services made hereunder on the Internet.
Performer does not consent to the use of his/her services in commercials made hereunder in New Media.
Performer does not consent to the use of his/her services in commercials made hereunder as dealer commercials at dealer commercial rates.
Performer does not consent to the use of his/her services in commercials made hereunder on a simulcast.

The standard provisions printed on page two hereof are a part of this contract. If this contract provides for compensation at AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided.

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) at \_\_\_\_\_ (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 at \_\_\_\_\_ (Address)

This contract is subject to all of the above terms and conditions of the applicable Commercials Contract. Employer of Record for income tax and unemployment insurance is Spotlight Payroll, Inc., 20 N. Wacker Dr., Suite 2500, Chicago, IL 60606 312-726-4404

PRODUCER (Name of Co.) \_\_\_\_\_ The Performer has the right to consult with his/her representative or AFTRA before signing this contract.

BY \_\_\_\_\_ PERFORMER \_\_\_\_\_
Soc Sec # \_\_\_\_\_

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. \_\_\_\_\_ (Signature of Parent or Guardian)

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. \_\_\_\_\_ (Performer)

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Page 2 of 2

| Dates Worked | Work Time From/To | Meals From/To | Travel to Location From/To | Travel from Location From/To | Fittings, Makeup, Test If on day prior to shooting From/To |
|--------------|-------------------|---------------|----------------------------|------------------------------|--|
|              |                   |               |                            |                              |  |
|              |                   |               |                            |                              |  |
|              |                   |               |                            |                              |  |
|              |                   |               |                            |                              |  |

Multiple Tracking or Sweetening  Did Occur  Did Not Occur      Performer's Signature or Initials: \_\_\_\_\_

## 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.

**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 AFTRA TV Recorded Commercials Contract. Producer agrees to notify 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 & industrial use as defined and for the period permitted in the AFTRA TV Recorded 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 56 of the AFTRA TV Recorded 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.

**Performer's phone number is** \_\_\_\_\_

**Performer's email address is** \_\_\_\_\_

|  |   |  |
|--|---|--|
| Form <b>W-4</b><br>Department of the Treasury<br>Internal Revenue Service  | <b>Employee's Withholding Allowance Certificate</b><br>For Privacy Act and Paperwork Reduction Notice, see reverse. | OMB No. 1545-0074<br><span style="font-size: 2em; font-weight: bold;">2010</span>  |
| <b>1</b> Type or print your first name, middle initial and 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.<br><small>Note: if married, but legally separated, or spouse is nonresident alien, check the Single box.</small> |
| City or town, state, and ZIP code _____  |   | <b>4</b> If your last name differs from that on your social security card, check here and call 1-800-772-1213 for more information. _____ <input type="checkbox"/>   |
| <b>5</b> Total number of allowances you are claiming (from line G above or from the worksheets on page 2 if they apply) _____  |   | <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 2010 and I certify that I meet <b>BOTH</b> of the following conditions for exemption:<br>• 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><br>• This year I expect a refund of <b>ALL</b> Federal income tax withheld because I expect to have <b>NO</b> tax liability.<br><br>If you meet both conditions, enter "EXEMPT" here. _____ > |   | <br><b>7</b> _____   |
| Under penalties of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or entitled to claim exempt status.   |   |  |
| <b>Employee's Signature &gt;</b> _____   |   | <b>Date &gt;</b> _____   |
| <b>8</b> Employer's name and address (Employer: Complete 8 and 10 only if sending to the IRS) _____  |   | <b>9</b> Office code (optional) _____  |
|  |   | <b>10</b> Employer identification number _____   |