



LETTER OF AGREEMENT FOR THE PRODUCTION OF MUSIC VIDEOS

The Producer acknowledges receipt of the 2011 Agreement for the Producers – Screen Actors Guild Codified Basic Agreement (Television/Theatrical Contract) and is familiar with its terms. It is agreed that this letter is part of the Television/Theatrical Contract and, by executing this letter, the Producer and Screen Actors Guild (Guild) shall be deemed to have executed and be bound to the Television/Theatrical Contract. All provisions of the Television/Theatrical Contract apply for the music video entitled, “_____.”

As you know, Guild members may only accept employment for production companies which are signatory to the appropriate collective bargaining agreement. To become signatory, please complete and return all of the signatory documents prior to the commencement of photography on this project.

The minimum compensation for various categories of employment is as follows:

| Category Day Performer <u>Day of Taping/Filming</u> | Minimum Daily Wage (10-Hour Day) | High Budget \$200,000 or more | Low Budget \$200,000 or less |
|---|--|-------------------------------------|------------------------------------|
| Performer | \$ 655.00 | \$ 800.00 | \$ 600.00 |
| Stunt Performer | \$ 655.00 | \$ 800.00 | \$ 600.00 |
| Stunt Coordinator | \$2,500.00 | N/A | N/A |
| Dancers | | | |
| Solo/Duo | \$ 475.00 | \$ 800.00 | \$ 600.00 |
| Group (3 +) | \$ 475.00 | \$ 800.00 | \$ 600.00 |
| Singers (On Camera) | | | |
| Solo/Duo | \$ 655.00 | \$ 800.00 | \$ 600.00 |
| Group (3 +) | \$ 621.00 | \$ 800.00 | \$ 600.00 |
| Mouthing | \$ 405.00 | N/A | N/A |
| Singers (Original Track) | | | |
| Solo/Duo | \$ 475.00 | \$ 800.00 | \$ 600.00 |
| Group (3 +) | \$ 375.00 | \$ 800.00 | \$ 600.00 |
| | Covers 2 sides | | |
| | Covers 2 sides | | |

Overdubbing & Sweetening

When a Singer re-records over the Singer's original track containing the same material as recorded on the original track, the rate for overdubbing alone will be 33 1/3% of the applicable rate. When a Singer makes a new track containing new or variant material, and records such track over the Singer's original track, the rate, with or without over dubbing will be 100% of the applicable rate, without limitation as to the number of tracks.

Contractors

Where a Singer is required to perform services as a Contractor, he or she will be entitled to receive an additional:

| <u>Category</u> <u>Day Performer</u> <u>Day of Taping/Filming</u> | <u>Minimum</u> <u>Daily Wage</u> <u>(10-Hour Day)</u> | <u>High Budget</u> <u>\$200,000</u> <u>or more</u> | <u>Low Budget</u> <u>\$200,000</u> <u>or less</u> |
|---|---|--|---|
| For Group (3 – 8) | + 50% | N/A | N/A |
| For Group (9+) | +100% | N/A | N/A |
| Background Performers | | | |
| General Background | \$ 134.00 | N/A | N/A |
| Special Ability (Special Ability Includes Stand-ins and Photo Doubles) | \$ 144.00 | N/A | N/A |

Minimum Compensation for Rehearsal Days: The minimum daily compensation for rehearsal and taping/filming days is the same, except that Dancers daily minimum compensation in rehearsal shall be as follows:

| <u>Category</u> <u>Day Performer</u> <u>Day of Rehearsal</u> | <u>Minimum</u> <u>Daily Wage</u> <u>(8-Hour Day)</u> |
|--|--|
| Dancers | |
| Solo/Duo | \$ 280.00 |
| Group (3 +) | \$ 280.00 |

When employed for one day only, the minimum additional due for Hazardous Work is \$179.50; when employed for and performing Hazardous Work for more than 1 day, the minimum addition due is \$116.65.

For payments of requisite budget amount plus scale pay, the producer may acquire the rights in perpetuity for unlimited airing of the video on BASIC CABLE TELEVISION (for example MTV, BET, and VH-1 excluding commercials) and unlimited broadcast on

NON-NETWORK TELEVISION, FOREIGN TELEVISION as well as the right to release the video to THEATRES. Also included in this payment are the rights for retail sale of CASSETTES and DVD's.

The Producer may acquire the rights for release of the video on PAY CABLE TV (for example, HBO or Showtime) by payment of 20% of "total actual salary" (as defined in the Industrial Contract) for each year of use on pay cable systems.

The producer may only obtain the rights to broadcast the program on NETWORK TELEVISION or THE INTERNET by negotiation with the Screen Actors Guild prior to any such use.

Please note that all rehearsal rates listed above are for eight-hour days. Time worked beyond eight hours is paid at time-and-one-half for the ninth and tenth hours and double-time thereafter.

For the day performer category requiring a 10-hour day, the 11th and 12th is paid at time-and-one-half, and time beyond the 12th hour is paid at double time.

Work on Sunday and Studio Saturdays requires payment of double the daily rate. Night work is defined as work between 8:00 p.m. and 6:00 a.m., (except that a first call for the day at 5:00 a.m. or thereafter will not constitute night work). There is no premium payable for night work, except that performers (including

singers) who are called solely for the purpose of looping, singing, or automatic dialogue replacement (ADR) work during post production will receive premium pay for each straight time hour of night work equal to 10% of their hourly rate for such hours. This premium pay will not be payable to a performer if the looping, singing, or ADR work are scheduled at night to accommodate the performer's schedule. The "total applicable salary" payable for the extended use of the program is calculated from the negotiated base rate and is not affected by overtime, premium pay, or Pension and Health contributions. A Pension and Health Plan contribution in an amount equal to 16.8% of gross salary, overtime, premium pay and payment for extended use is due the Pension and Health Plan for all covered employees.

The performers covered under the term of this agreement are employees, and the Producer will make all social security, withholding tax, unemployment insurance and disability insurance payment required by law, and will make all appropriate payroll deductions.

It is expressly understood and agreed that the right to use such promotional music videos shall be subject to and condition upon prompt payment of all amounts due and the Guild shall be entitled to injunctive relief in the event such payments are not made.

Please sign below indicating your acceptance of these terms along with the other signatory documents.

Accepted and Agreed By:

PRODUCTION COMPANY

(Company)

SCREEN ACTORS GUILD

By: _____
(Signature)

By: _____
Glenn Hiraoka
National Director of Stunt, Singers,
Dancers & Safety

(Date)

(Date)

Print Name and Title

(Business Address/Telephone Number)

(Residence Address/Telephone Number)