



2011-2014 AFTRA NATIONAL CODE OF FAIR PRACTICE FOR CORPORATE/EDUCATIONAL AND NON-BROADCAST RECORDED MATERIAL

STANDARD EMPLOYMENT CONTRACT

This Agreement made this ___ day of ___, 20___, between ___, Producer, and ___, Performer.

1. SERVICES. Producer engages Performer and Performer agrees to perform services in a program tentatively entitled ___ to portray the role of ___ (client). The work will be performed in ___ (City/State).

2. CATEGORY. Indicate the initial, primary use of the program.
[] Category I (Educational/Training) [] Category II (includes Category I)

3. NUMBER OF CLIENTS. Indicate the number of clients for which the program will be used.
[] Single Client [] Multiple Clients

4. TERM. Performer's employment shall be for the continuous period commencing ___, 20___, and continuing until completion of photography and recodation of said role. Exception (for Day Performers Only): Performer may be dismissed and recalled without payment for intervening period provided Performer is given a firm recall date at time of engagement. If applicable, Performer's firm recall date is ___, 20___.

5. COMPENSATION. Producer employs Performer as:
[] On-Camera [] Off-Camera [] On-Camera Narrator/Spokesperson
[] Day Performer [] 1/2-Day Performer (restricted terms) [] Singer, Solo/Duo [] General Background Actor
[] 3-Day Performer [] Dancer, Solo/Duo [] Singer, Group [] Special Ability Background Actor
[] Weekly Performer [] Dancer, Group [] Singer, Step Out [] Silent Bit Background Actor
at the salary of: On-Camera \$ ___ per [] Day [] 3-Days [] Week
Off-Camera \$ ___ for the first hour, \$ ___ for each additional half-hour.
Producer must mail payment not later than thirty (30) calendar days after employment.

6. OVERTIME. All overtime rates MUST be computed on Performer's full contractual rate, up to permitted ceilings (NO CREDITING). Straight time is 1/8th of Day Performer's Rate, 1/24th of 3-Day Performer's Rate, 1/40th of Weekly Performer's Rate. Time-and-one-half rate: Payable per hour (1 1/2 x straight time rate). Double time rate: Payable per hour (2 x straight time rate). See Section 32 of Basic Contract for details of Weekly and 3-Day Performer time-and-one-half and double time rates per hour.

7. WEEKLY CONVERSION RATE. See Section 29 of Basic Contract for details (Day Performers and 3-Day Performers only). The Performer's weekly conversion rate is \$ ___ per week.

8. PAYMENT ADDRESS. Performer's payment shall be sent to appropriate AFTRA office in city nearest recording site.

9. ADDITIONAL COMPENSATION FOR SUPPLEMENTAL USE. Producer may acquire the following supplemental use rights by the payment of the indicated amounts. (Check appropriate items below.) See Section 7 of Basic Contract for details of payment.

Table with 3 columns: Item, Within 90 Days (Total Applicable Salary), Beyond 90 Days (Total Applicable Salary). Rows include A-M and consent checkboxes.

10. SALE AND/OR RENTAL OF AUDIO PROGRAMS TO THE GENERAL PUBLIC [applies only to programs produced under Section 97]. Producer may acquire said rights only by prior negotiation with and approval of AFTRA. Performer does not consent to the use of his/her services made hereunder for sale and/or rental or programs to the general public.

11. WARDROBE. If Principal Performer furnishes own wardrobe, the following fees shall apply for each two-day period or portion thereof: Ordinary Wardrobe \$ ___ (\$19 minimum); Evening or Formal Wear \$ ___ (\$29 minimum). For Background Actors' wardrobe fees, please see Section 44.C. and 44.D. of the Basic Contract.

12. SPECIAL PROVISIONS.

13. GENERAL. All terms and conditions of the current AFTRA Corporate/Educational and Non-Broadcast Recorded Materials Contract (Basic Contract) shall be applicable to such employment.

Producer Signature _____ Performer Signature (if minor, parent's or guardian's signature) _____
by Name and Title _____ Soc. Sec. # _____
Address _____ Address _____
City/State/Zip _____ City/State/Zip _____
Performer's or Agent's E-mail Address (optional) _____

NOTE: PERFORMER MUST COMPLETE W-4 FORM ATTACHED