

**SCREEN ACTORS GUILD
INFORMATION SHEET AND APPLICATION
SHORT FILM LETTER AGREEMENT
FOR THE PHOENIX FILM FOUNDATION 48-HOUR FILM CHALLENGE**

TITLE: “ _____ ”

FILMMAKER

Legally Responsible Party (Producer): _____

SS/Fed.ID#: _____

Address: _____

City: _____

State: _____ Zip _____

Phone: _____

BUDGET: Project financed by: _____

Cash expenditures	\$ _____)		
+			
Crew deferrals	\$ _____)		
+			
Equipment deferrals	\$ _____)		
+			
Above the line Deferrals (other than performers)	\$ _____)	=	Total Budget \$ _____

PRODUCTION: Shooting Location: _____

Total # shoot days _____ Dates: Start _____ Finish _____

Edited running time _____

of Performers _____

Professional _____ Non – Professional _____

Is there a prior lien on the film? _____

Do you have a distribution agreement? _____

****PLEASE SIGN PAGE 10****

1. Scope

If Producer intends to employ one or more professional performers in a Short Film within the meaning of the SAG Short Film Letter Agreement (hereinafter referred to as the "Agreement") and qualifies to do so according to Screen Actors Guild (hereinafter "SAG" or "the Guild"), the Agreement shall be executed by the appropriate individual(s) or entity(ies) hereinafter referred to as "Producer(s)".

2. Application for SAG Short Film Letter Agreement

Submit the following not less than one (1) month prior to the date Producer intends to start work with professional performers to the nearest Guild office.

- A) Copy of the final shooting script. A treatment is not sufficient.
- B) Detailed budget listing all deferred and current expenses necessary to produce the Short Film. A cover sheet is not sufficient.
- C) Shooting schedule
- D) A completed Information Sheet from the Producer indicating the following:
 - i. Title
 - ii. Start date
 - iii. Estimated wrap date
 - iv. Intended number of actual shooting days
 - v. Medium to be used
 - vi. Current expenses
 - vii. Crew salary deferrals
 - viii. Above the line (other than performers) deferrals
 - ix. Equipment, stock and processing deferrals
 - x. Total budget
 - xi. Sources of financing
 - xv. Intended distribution

The documents listed in A. through D. above shall constitute application to the Guild to produce the Short Film named on the Information Sheet and to employ professional performers in the Short Film under the Agreement. If the Guild, in its sole discretion, approves the application submitted in connection with the Short Film, the Producer shall be so notified and required to execute the SAG Short Film Letter Agreement.

In addition, Producer must submit to the Guild a list of all professional performers to be employed in the Short Film.

Producer shall submit two (2) copies of the executed Agreement to the Guild not later than one (1) week prior to any work by professional performers. The Guild shall make available to the Producer, Short Film Employment Contracts, a Final Cast List Information Sheet and Production Time Reports.

3. Short Film Defined

- A) Primary purpose of the Short Film is a learning experience in which the Producer has the opportunity to work with professional performers. Producer may also produce this project to show before the Academy of Motion Picture Arts and Sciences for possible Award consideration. In this connection, the Producer will be allowed to exhibit the Short Film in a paying movie theater for a limited period of time in order to qualify for Award consideration. Producer may also produce the Short Film to display it to non-paying, non-public, established entertainment industry members to showcase his/her talent. Producer may also produce the Short Film for limited distribution on public access television, as further described in Section 5 below.
- B) Maximum total budget - \$50,000.
- C) Maximum running time – 35 minutes
- D) Maximum shooting schedule - 30 days of principal photography (not including retakes, added scenes and looping).
- E) Must be shot entirely in the United States.

4. Exclusions

- A) Any project not meeting the definition outlined in section 3 above.
- B) Any project intended for exhibition, sale, release, distribution or other public display in theatrical motion picture houses, free television, basic cable, pay cable, videocassettes/discs, holography, internet, interactive media of any type, or in educational or industrial markets, as more particularly defined in the Screen Actors Guild Agreement.
- C) Any exhibition into new or emerging technologies, which currently include, but are not limited to, use on portable media players, cell phones, ringtones or any future systems which may hereinafter be adopted.
- D) Any trailer or demo produced for the purpose of fund-raising.
- E) Animated projects and music videos are excluded from this Agreement.
- F) Any project which the Guild believes, for any reason whatsoever, cannot or will not meet the definition in section 3 above.
- G) The exclusions outlined in this section 4 shall not limit the Guild's right, in its sole discretion, to deny the Short Film Agreement to any person or entity.

5. Exhibition Rights

The Short Film may be exhibited without compensation to the professional performers:

- A) At film festivals;

- B) Before the Academy of Motion Picture Arts and Sciences for possible Award consideration. (Note: In this regard, the Producer will be permitted, notwithstanding the exclusion in section 4(B) above, to exhibit the Short Film for one (1) week in a paying movie house to qualify for such consideration.);
- C) To non-paying, non-public, established entertainment industry members to showcase the talent of the producer, director, writer, performers or other members of the production or post-production team;
- D) On one (1) public access channel for not more than one (1) year from the first run date, provided neither the producer nor any of the principals in the production receive any compensation for such exhibition and provided further that the Guild is advised of the first air date and the station on which the Short Film will run.

6. **Further Distribution**

- A) Producer agrees that prior to exhibition of the Short Film beyond the scope of Section 5, above, it shall:
- i. Pay all professional performers employed on the Short Film not less than \$100.00 for each day worked. [Note that if a professional performer's performance does not appear in the distributed version, such professional performer shall receive the deferred payment.]
 - ii. Consecutive employment provisions of the collective bargaining agreement do not apply when calculating the deferred payment, unless the performer was on an overnight location during the filming of the production.
 - iii. Make contribution to the SAG-Producers Pension and Health Plans based on the gross compensation due the professional performers at the percentage applicable at the time of principal photography on the Short Film.
- i. All compensation paid to Performer under the terms of this Agreement shall constitute wages and is subject to deductions for Social Security, Taxes and Disability Insurance. You shall make the required payments, reports and Withholding Deductions with respect to such taxes and premium. You shall also provide Unemployment Insurance for Performers employed by you.
- ii. Professional performers must receive payment no later than the first date of exhibition or availability outside the allowed markets
- B) The procedures in Section 6(A) do not apply to exhibition or use in new or emerging technologies. Examples of such new or emerging technologies include, but are not limited to, use on portable media players, cell phones, internet, interactive markets or any futures systems which may hereinafter be adopted. Releases into such markets require prior negotiation with Screen Actors Guild.

7. Production Requirements**A) Production Time Reports**

Producer shall complete the Production Time Reports in ink detailing the specific time of reporting, travel, beginning and end of meals and dismissal on set. The professional performers shall review and sign the Production Time Report at the end of each day. Performers will not be asked to sign blank Production Time Reports. The original completed Production Time Reports shall be delivered to the Guild by the Friday following the week of work. Failure to comply with the requirements concerning Production Time Reports shall cause the Guild to be entitled to liquidated damages in the amount of \$275.00 per day of breach.

B) Employment Contracts

Each professional performer shall receive from Producer the Short Film Agreement Employment Contract for execution by the end of his/her first day of work on the Short Film. Such contract must be completed in ink by Producer before delivery to the professional performer. A copy of this Short Film Agreement shall be delivered to the professional performer and performer's representative not later than the first day of work.

The contract shall be executed in four (4) copies. One (1) fully executed original shall be given to the professional performer not later than the end of his/her first day of work. One (1) original shall be delivered to the performer's representative. One (1) original shall be delivered to the Guild. One (1) original shall be retained by producer. Delivery to the Guild and performer representative shall be made within four (4) days of the professional performer's first day of work.

Failure to timely deliver the fully executed contract to a professional performer shall entitle each such performer to liquidated damages in the amount of \$10.00 per day until performer receives the fully executed employment contract. Failure to timely deliver the employment contracts to the Guild shall entitle the Guild to liquidated damages in the amount of \$10.00 per day per contract until the Guild receives each such employment contract.

C) Payments Due for Exceeding 30 Day Shooting Schedule, 35 Minute edited length or \$50,000 Budgetary Limit

Professional performers' salaries, including overtime (except as provided in Section 10, below), shall be deferred until distribution beyond the scope of section 5, above, except that should Producer exceed the thirty (30) day shooting schedule, 35 minute edited length or should the Producer's costs exceed \$50,000, professional performers' salaries will be immediately due and payable as follows:

i. Any professional performer who works outside the allowed Shooting Schedule (see Section 3D) shall be entitled to be paid the current rates under the SAG Ultra Low Budget Letter Agreement for such days or weeks of work outside the allowed period(s).

ii. In the event Producer's costs exceed \$50,000 or exceed the 35 minute edited length, all professional performers are immediately due upgrade to the rates and terms (including

residuals) under the SAG Ultra Low-Budget Letter Agreement.

iii. Producer shall make contribution to the SAG-Producers Pension and Health Plans based on the gross compensation paid each such performer at the current rate under the Basic Agreement at the time of employment.

iv. Such salary payments due under (i) above do not entitle Producer to any distribution beyond those listed in Section 5, above.

E) Non-Deferred Monies

- i. Car mileage allowance reimbursement
- ii. Public transportation costs (due the day of work)
- iii. Liquidated damages for meal period violations
- iv. Per diem
- v. Reimbursement for expenditures made at request of Producer, for example, special hairdress, special make-up, or wardrobe
- vi. Liquidated damages for failure to timely deliver employment contracts
- vii. Salary for work by a performer in excess of twelve (12) hours on any day, in excess of five (5) days in any workweek, or in excess of the thirty (30) shooting days.
- viii. Liquidated damages for rest period violations
- ix. Liquidated damages due the Guild for contract violations

F) Hazardous Work

The Producer shall not require any performer to do stunt or hazardous work without first obtaining, from that performer, express written consent prior to the commencement of the performer's services in the Short Film. The Producer will fully discuss the physical requirements of the role at the time of audition or interview.

The Producer shall notify the Guild of hazardous or stunt activity and the day on which such activity shall occur. The Producer shall provide a safety expert who shall be present and available for consultation at the place of such activity. An animal handler or qualified trainer shall be provided when Producer requires a performer to work with animals.

G) Nudity

i. The Producer will notify the professional performer or performer's representative of any nudity or sex acts expected in the role prior to the first interview or audition. The professional performer shall also have prior notification of any interview or audition requiring nudity and shall have the absolute right to have the person of performer's choice present at that audition. Total nudity shall not be required at such auditions or interviews; the professional performer shall be permitted to wear "pasties" and G-string or its equivalent.

ii. During any production involving nudity or sex scenes, the set shall be closed to all individuals having no business purpose in connection with the project.

iii. No photographs will be permitted other than production stills made by a

photographer assigned to the production.

iv. The appearance of a professional performer in a nude scene or the doubling of a professional performer in such a scene shall be conditioned upon the professional performer's express, written consent.

v. If a professional performer has agreed to appear in such scenes and then withdraws consent, the producer shall have the right to double the performer. A professional performer may not withdraw consent as to film already photographed.

8. Consecutive Employment and Availability

Professional performers shall have the right to accept other professional employment during the course of production of the Short Film and in consideration thereof, the Guild waives the requirement of consecutive employment as defined in the Basic Agreement. In exchange for this waiver, Producer agrees to waive his/her right to exclusive services of the professional performer during photography. Scheduling shall be subject to each professional performer's availability. The professional performer shall attempt to provide thirty-six (36) hours notice of a conflicting professional engagement.

9. Worktime

All time, from time the professional performer is required to report until dismissed, shall be counted as work time for the purpose of calculating overtime and rest periods, excluding meal periods. The deferred salary shall be compensation in full for eight (8) hours of work and shall be due for each day in connection with which the performer reports for work even if eight (8) hours of work is not required by Producer.

10. Overtime

Performers shall be due time and one half for the ninth, tenth, eleventh and twelfth hours or parts thereof, in tenth of hour (six (6) minute) units of work time, which overtime may be deferred and will only become payable as more particularly described elsewhere in this Agreement.

If a performer is required to work beyond twelve (12) hours in any day, such performer shall be due overtime at double the straight time rate for any time worked in tenth of hour (six (6) minute) units, which salary may not be deferred. For the purpose of calculating such overtime, the rate shall be based on the current rates under the Screen Actors Guild Modified Low Budget Letter Agreement.

11. Meal Period

Allowable meal period shall not be counted as work time for any purpose. The performer's first meal period shall commence within six (6) hours following the time of his/her first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the preceding meal period. An allowable meal period shall be not less than one-half hour and not more than one (1) hour in length. Producer shall immediately be liable for \$25.00 in liquidated damages due each affected performer for each half-hour of delay or fraction thereof.

12. Travel

- a) The applicable travel provisions of the Basic Agreement are modified as follows: A performer shall be deemed to be on an “overnight location” when it is necessary for the performer to remain away from his/her residence overnight for one or more nights . (regardless of the location of the producer’s base.
- b) Whenever the performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel shall be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- c) Except as modified herein, when Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement shall apply, except when air travel is required, Producer may travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.
- d) Producer shall provide accidental death and dismemberment insurance in a principal sum not less than \$100,000.00 to the professional performer or the performer's designated beneficiary when performer is required to travel by plane at the request of Producer.

13. **Overnight Locations**

- A) Whenever the performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel shall be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.
- B) All performers shall be provided with reasonable lodging and meals at all overnight locations.
- C) If meals are not provided by the Producer, then Producer agrees to pay to each professional performer the following amounts:

\$10.50	Breakfast
\$15.00	Lunch
\$27.50	Dinner

Such per diem shall be paid to performer in cash not later than the morning of the day of work.

14. **Transportation**

- A) Los Angeles thirty (30) mile studio zone - The Los Angeles studio zone is the area within a circle thirty (30) miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California. Producer may require any performer to report anywhere within the studio zone. Those professional performers who are required to report to location within the studio zone shall be immediately reimbursed at the rate of \$.30 per mile for their actual travel to and from such location.
- B) New York eight (8) mile studio zone - The New York studio zone is the area within a

circle eight (8) miles in radius from the center of Columbus Circle, New York City. Producer may require any performer to report directly anywhere within the studio zone accessible by public transportation. Those professional performers who are required to report to location within the studio zone shall be immediately reimbursed for the actual cost of their public transportation to and from such location.

C) Other areas - Professional performers shall be reimbursed for the actual cost of reasonable forms of travel to locations. When the reasonable mode of travel is by car, performer shall be reimbursed at the rate of \$.30 per mile.

D) Any area outside studio zones - Producer shall provide transportation to any area outside the studio zones.

15. Make up, Hairdress and Wardrobe

Producer shall immediately reimburse any professional performer required to purchase unique or particular make up, hairdress or wardrobe.

16. Rest Period

Each professional performer is entitled to a twelve (12) hour rest period from the time he/she is dismissed until recalled for whatever purpose. In the event the rest period is invaded, the professional performer shall be entitled to immediate payment of liquidated damages in the amount of \$100. The liquidated damages for a rest period violation may not be deferred.

17. Use of "Double"

The Producer agrees not to "dub" or use as a "double" in lieu of the professional performer, except in the following circumstances:

- A) When necessary to expeditiously meet the requirements of foreign exhibition.
- B) When necessary to expeditiously meet censorship requirements, either foreign or domestic.
- C) When, in the reasonable opinion of Producer, failure to use a double for the performance of hazardous acts might result in physical injury to the performer.
- D) When the performer is not available, or
- E) When the performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the performer.

18. Acknowledgement

The credits shall include the following statement: "Special Thanks to Screen Actors Guild."

Producer shall include the SAG logo or union bug in the credits of the Picture. Contact your Business Representative at the local SAG branch for artwork.

19. Application of Basic Agreement

Except as expressly modified herein, all terms and conditions of the current Screen Actors Guild Codified Basic Agreement for Independent Producers shall apply to the engagement and performance of professional performers hereunder. All disputes arising hereunder shall be subject to arbitration in accordance with Section 9 of the Basic Agreement.

20. Application of Agreement

This Agreement applies to the above-designated Picture only. It is understood that the special provisions applicable to low-budget short films represented by this Agreement are experimental and designed to encourage the employment of Performers in such pictures under fair and equitable terms and conditions. If the Guild shall determine at any time that the continuance of said policy is not in the best interests of Performers, the policy may be changed or terminated with respect to any future production of low-budget short films.

LEGALLY RESPONSIBLE PARTY/PRODUCER

SCREEN ACTORS GUILD

UNDERSTOOD, AND AGREED:

UNDERSTOOD, AND AGREED:

(Legally Responsible Party/Producer Signature)

(SAG Signature)

(Print Name)

(Date)

(Date)

RIDER

Phoenix Film Foundation 48-Hour Film Challenge
(Summer July 17-19, 2009, Fall November 6-8, 2009 and Winter January 29-31, 2010)

- 1) Given the nature of the project, no script will need to be submitted to SAG.**
- 2) The Short Film Letter Agreement will cover all professional performers providing services in the project.**
- 3) Performers may not work more than 12 hours in any day. A meal break of at least 30 minutes but not more than 1 hour will be provided no later than 6 hours after call time.**
- 4) Performers may not be recalled to work without a 12 hour rest period.**
- 5) Producer may not distribute or exhibit the film without prior negotiation with Screen Actors Guild.**