

**Schedule A**  
**STANDARD CONTRACT FOR PERFORMERS, FEATURED EXTRAS**  
**AND ACTUALS ON OFFSHORE COMMERCIALS**

SPAA/MEAA Offshore Commercials Agreement, 2005

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_  
**BETWEEN**

**The Performer** \_\_\_\_\_ **and**

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Agent of performer \_\_\_\_\_

Agent's Address \_\_\_\_\_

Phone No \_\_\_\_\_

Super Fund No \_\_\_\_\_

**The Production Company** \_\_\_\_\_ **and**

(Insert the name of the Production Co engaging the performer on behalf of the Advertiser)

Address \_\_\_\_\_

Phone/fax \_\_\_\_\_

**The Advertising Agency** \_\_\_\_\_

(Insert the name of the Advertising Agency)

Address \_\_\_\_\_

Phone/fax \_\_\_\_\_

**TERMS OF CONTRACT: IT IS AGREED AS FOLLOWS -**

1. The Performer has been engaged by the Advertising Agency in the production of advertising for

(description/name of the products and client advertised)

Title(s) and ID Number(s) and Duration(s) of Commercial(s):

		sec
		sec
		sec
		sec
		sec

2. The role to be performed by the Performer is: \_\_\_\_\_
3. The Performance is to take place at (location, date and time of performance):  
 \_\_\_\_\_
4. The commercial(s) **are/are not** (strike out whichever not applicable) a Campaign as per Clause 16.
5. A total of \_\_\_\_\_ Cut-downs (lifts/edits) for which additional payment is required as per Clause 15 will be made from the commercial(s).

## 6. PAYMENT

### 6.1 SESSION FEE

\_\_\_\_\_ 10hr Days @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ 5hr Days\* @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

\*Featured Extras and Actuals only.

### 6.2 ADDITIONAL DAYS

\_\_\_\_\_ Additional Days @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

### 6.3. USE FEE

#### 6.3(a) Territory

As per Clause 10 the territory in which the commercial(s) will be released is/are Group(s):

#### Free to Air TV, Pay TV & Internet:

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

#### Cinema:

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

No. \_\_\_\_\_ Description/Countries: \_\_\_\_\_

#### 6.3(b) Period of Use purchased at point of engagement

The period of use of the Commercial(s) is \_\_\_\_\_ months/years (not to exceed twelve months in the case of Groups 1 to 4 or otherwise two years) to commence from the date of the first publication or/broadcast which is anticipated to be \_\_\_\_\_ or within three months from the date of first employment \_\_\_\_\_ whichever is the earlier.

#### 6.3(c) Edits and Campaigns in which the Performer appears

No. of Additional Edits (lifts/cut-downs) requiring payment \_\_\_\_\_

No. of Additional commercials in Campaign \_\_\_\_\_

#### 6.3(d) Total Use Fee Percentages

(Total of Use Fee % for each Group purchased calculated for the Period of Use for the number of applicable commercials and edits.)

Free to Air TV, Pay TV & Internet: \_\_\_\_\_

Cinema: \_\_\_\_\_

#### 6.3(e) Calculation of Fee

#### Free to Air TV, Pay TV & Internet:

\$ \_\_\_\_\_ x \_\_\_\_\_ % = \$ \_\_\_\_\_  
 (Session Fee) x (Total Use Fee Percentage)

#### Cinema:

\$ \_\_\_\_\_ x \_\_\_\_\_ % = \$ \_\_\_\_\_  
 (Session Fee) x (Total Use Fee Percentage)

**Industrial:**

\$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Session Fee) x (No. of 12 month Periods)

**Inflight:**

\$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Session Fee) x (No. of 12 month Periods)

**TOTAL USE FEES** \$ \_\_\_\_\_

**6.4 ADDITIONAL FEES**

The following fees shall be paid to the artist if required, which shall not be less than the minimum fees payable under the MEAA/SPAA Agreement.

Screen test/Callback (min. 1 hr) \_\_\_\_\_ hrs @ \$ \_\_\_\_\_ per hr \_\_\_\_\_

Wardrobe Call (min. 1 hr) \_\_\_\_\_ hrs @ \$ \_\_\_\_\_ per hr \_\_\_\_\_

Rehearsal @ \$ \_\_\_\_\_ per day \_\_\_\_\_

Lay Day @ \$ \_\_\_\_\_ per day \_\_\_\_\_

Travel on a non-working Day @ \$ \_\_\_\_\_ per day \_\_\_\_\_

Post synchronisations (min. 1 hr) @ \$ \_\_\_\_\_ per hr \_\_\_\_\_

Overtime (\_\_\_\_\_ hours @ \$ \_\_\_\_\_ pr hr) \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**6.4 USE FEE PAYMENT OPTIONS**

If the Artist is Silent on Camera, Actual or Featured Extra the Producer advises in accordance with clause 10.2 that Use fees will be paid in accordance with the requirements of clause 10.1.2(c):

At point of engagement; **OR**

Within 30 days of completion of the Performer's work on the commercial; **OR**

Within 90 days of completion of the Performer's work on the commercial

**(Strike out the two not applicable options)**

**6.5 HOLD FEES**

In the event Use fees are not paid at time of production clause 10.1.2(c) requires that a Hold fee of a minimum of one session fee is payable in some cases. In accordance with clause 10.1.2(c) a Hold fee is/is not required (strike out not applicable).

Amount to be paid: \$ \_\_\_\_\_

**7. OTHER USES PURCHASED**

\_\_\_\_\_

Amount to be paid: \$ \_\_\_\_\_

**8. SUPERANNUATION**

The Advertising Agency/Production Company shall contribute to the Performer's nominated superannuation fund on behalf of the Performer an amount equivalent to 9% (10% from 1 January 2006) of the TOTAL FEE.

**9. SPECIAL CONDITIONS:**

---

---

---

---

---

---

This contract incorporates all the terms and conditions of the Standard Contract Provisions, Annexure 1 as attached.

**SIGNED** by/on behalf of the Performer \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**SIGNED** by/on behalf of the Production Company \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**SIGNED** by/on behalf of the Client/Agency \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

This Agreement incorporates all the terms and conditions contained in the Agreement for the employment of artists in television commercials for transmission outside Australia and/or New Zealand dated 12 December 2004 between the SPAA and Media Entertainment & Arts Alliance (hereinafter called the Offshore Commercials Agreement, 2005) and such amendments and schedules thereto as are agreed from time to time, and shall be binding on the parties hereto. If any of the provisions contained herein conflict with any of the provisions of the 2005 Agreement, it is expressly acknowledged that the provisions of the Offshore Commercials Agreement 2005 shall prevail.

---

## STANDARD CONTRACT PROVISIONS

### Annexure 1

**Indemnity:**

As between the Advertising Agency and the Advertiser and the Producer, the Advertising Agency and the Advertiser agree to indemnify the Producer in respect of any and all liabilities and damage to an Artist and/or MEAA by reason of arising out of breaches by the Advertising Agency, Advertiser and Producer or any of them, or their subsidiaries, assignees or successors in title of any or all of clauses 2, 5 and/or 10 to 28 of the Off Shore Commercials Agreement 2005.

**Transfer, Sale, Agreement:**

The Producer and/or Advertising Agency and/or Advertiser agree that the right, title and interest that it/they have acquired in the Artist's performance is non-transferable except, where the following conditions have been complied with.

In the event of a transfer, assignment, sale or other disposition of any commercial(s) covered by this Agreement that the Producer, and/or Advertising Agency and/or Advertiser will give written notice to MEAA of each subsequent transfer within 30 days after the consummation thereof, specifying the name and address of the transferee, assignee or purchaser. In addition, the Producer and/or Advertising Agency and/or Advertiser will deliver to MEAA a copy of the Agreement with the transferee, assignee or producer, which shall be in the form set out in Schedule F of the Off Shore Commercials Agreement 2005.

The Producer and/or Advertising Agency and/or Advertiser shall maintain adequate records showing each commercial produced under this Agreement, payments made, date of first use and territory and dates of all subsequent use in each territory and where requested by an Artist or MEAA will make such records available to the Artist or to MEAA.

This Agreement shall be binding on all parties who by reason of mergers, consolidation, re-organisation sale, assignment or the like shall succeed to or become entitled to a substantial part of any party's business.

**Standard Clauses**

- The Artist's voice may not be dubbed in English without his/her prior written consent.
- No part of the Artist's performance may be used or transmitted in connection with any product or service other than those specified herein.
- No still photographs of the Artist may be used except as provided for in clause 19 of the Off Shore Commercials Agreement 2005.
- The Artist's legal and/or professional name may not be used except with the Artist's prior written consent.
- The right to broadcast the commercial in Australia and/or New Zealand is subject to the Artist's prior written consent which shall be recorded and paid in accordance with clause 11 of the Off Shore Commercials Agreement 2005.
- There shall be no right to broadcast or use the commercial(s) in any territories, or in any other media or in any other manner whatsoever except as set out herein.
- The Artist agrees to keep details of script and storyboard confidential.

**Service of Notices**

Until the Artist shall otherwise direct in writing, the Artist authorises the Producer and/or Advertising Agency and/or Advertiser to make all payments to which the Artist may be entitled hereunder as follows:

to the Artist at \_\_\_\_\_  
(address)

or to the Artist c/- \_\_\_\_\_  
(delete one) (address)

All notices to the Artist shall be sent to the address designated above for payment and to MEAA, PO Box 723, Strawberry Hills NSW 2012, Australia.

All notices to Producer and/or Advertising Agency and/or Advertiser shall be sent to the address as hereinbefore written.

This Agreement is made subject to the Laws of New South Wales, Australia.