



SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS ONE PRODUCTION ONLY - VOCAL DEMO

The undersigned Producer acknowledges receipt of notification regarding the establishment of special terms and conditions applicable to the employment of singers to perform in a demonstration vocal performance ("demo").

In the interest of promoting stability in the industry and to maintain harmonious relationships with SAG-AFTRA and its members, the undersigned Producer hereby becomes party to and agrees to abide by and conform to the terms and conditions of the special terms and conditions for "demo" recordings presently referred to as

(Identify Demo Title[s])

alone and that execution of this Agreement does not bind the Producer with respect to any other project, whether previously produced, currently in production or to be produced.

The special terms and conditions applicable to a "demo" are set forth below:

Definition

"Demonstration Vocal Performance (Demo)" refers to:

1. The off-camera recording of vocal/singing material on speculation for consideration for use in a theatrical motion picture or television program. The employer may be a signatory producer or a composer who is submitting material for consideration either on speculation or under a commission by the production company, or,
2. The off-camera recording of vocal/singing material for demonstration or instruction purposes to teach or coach performers so that such performers may learn the material for inclusion in a theatrical motion picture or television program.

Minimum Compensation

The minimum compensation payable to a singer for performance in a demo shall be 25% of the applicable minimum compensation set forth in Schedule G-I of the applicable current Codified Basic Agreement or Section 2A of the current Television Agreement and Section 2A(2) of Exhibit A of such Television Agreement.

The applicable minimum compensation as described herein means all compensation payable for the services including base salary, overtime, contractors fee, and includes unlimited multi-tracking and sweetening at no additional charge.

The length of a session for a demo shall be a minimum of two (2) hours. Sessions that exceed two (2) hours shall be payable on an hourly basis at the pro-rated hourly rate.

Payment of such compensation grants no rights to the Producer to utilize musical soundtracks recorded hereunder in any production. In the event that any such musical track is used in any production, Producer shall pay singers an additional 100% of the full compensation which would have been payable pursuant to the applicable SAG-AFTRA Agreement, including applicable multi-tracking and sweetening fees, and shall thereafter be obligated for the payment of residual compensation and all other payments required under the applicable Agreement for exploitation of the musical track or the production on the same basis as would have been applicable had the recording been performed at full terms and conditions. The additional payment of 100% due upon initial use of the recording is to be paid within thirty (30) days of the initial use.

Notice of Use of Recording

The Producer or its designee (e.g., subcontracting entity) must provide written notification to the singers and to SAG-AFTRA that the recording is being used.

Obligation of Independent Music Producer

It shall be the obligation of the Independent Music Producer, upon the licensing or sale of a song recorded hereunder, to obtain from the Producer to whom the song is licensed or sold, a signed assumption agreement whereby such Producer agrees to meet all of the obligations to the performers, to SAG-AFTRA and to the SAG-AFTRA Health Plans which attach to the use of the song in any production.

Application of Basic Agreement

Except as otherwise herein expressly provided, all terms and conditions of the applicable Basic Agreement and the applicable Television Agreement, as amended, supplemented or codified, shall apply to this production.

IN WITNESS HEREOF, the parties have executed this Agreement.

PRODUCER ACCEPTED AND AGREED:

SAG-AFTRA ACCEPTED AND AGREED:

Name

Name

Signature

Signature

Title (if applicable)

Title

Date

Date

Company (if applicable)

Street Address

City, State, Zip

Phone

Email

Questions?

SAG-AFTRA Music
323-549-6864
music@sagaftra.org