

# EXHIBIT A-1

ADVERTISING AGENCY \_\_\_\_\_ PRODUCER \_\_\_\_\_

COMMERCIAL TITLE(S) AND CODE NUMBER(S) \_\_\_\_\_ PRODUCT \_\_\_\_\_

DATES WORKED	WORK TIME FROM / TO	MEALS FROM / TO	TRAVEL TO LOCATION FROM / TO	TRAVEL FROM LOCATION FROM / TO	FITTINGS, MAKEUP, TEST, IF ON DAY PRIOR TO SHOOTING FROM / TO

Multiple Tracking or Sweetening:  did occur  did not occur  Spanish Language Translation Services Performed  
PERFORMER'S SIGNATURE OR INITIALS: \_\_\_\_\_ THIS IS NOT PART OF THE STANDARD FORM

## PERFORMER'S COPY

### STANDARD AFTRA EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

Between \_\_\_\_\_, Producer, and \_\_\_\_\_ Performer. Date \_\_\_\_\_, 20\_\_\_\_

Producer engages Performer and Performer agrees to perform services for Producer in Television Commercials as follows:

Commercial Title(s) and Code Number(s) \_\_\_\_\_ Number of Commercials \_\_\_\_\_

Such commercial(s) are to be produced by \_\_\_\_\_, \_\_\_\_\_  
ADVERTISING AGENCY ADDRESS  
acting as an agent for \_\_\_\_\_, \_\_\_\_\_  
ADVERTISER PRODUCT(S)

City and State in which services rendered: \_\_\_\_\_ Place of Engagement: \_\_\_\_\_

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Principal Performer | <input type="checkbox"/> Solo or Duo     | <input type="checkbox"/> Signature - Solo or Duo   |
| <input type="checkbox"/> Stunt Performer     | <input type="checkbox"/> Group 3-5       | <input type="checkbox"/> Group Signature 3-5       |
| <input type="checkbox"/> Specialty Act       | <input type="checkbox"/> Group 6-8       | <input type="checkbox"/> Group Signature 6-8       |
| <input type="checkbox"/> Dancer              | <input type="checkbox"/> Group 9 or more | <input type="checkbox"/> Group Signature 9 or more |
| <input type="checkbox"/> Singer              | <input type="checkbox"/> Contractor      | <input type="checkbox"/> Pilot                     |

Classification:  On Camera  Off Camera Part to be Played \_\_\_\_\_ Compensation \_\_\_\_\_  
Date(s) and Hour(s) of Employment \_\_\_\_\_

Check if:  Flight Insurance (\$11.30) Payable  
Wardrobe to be furnished:  By Producer  By Performer. If furnished by Performer:  
Number of costumes: \_\_\_\_\_ @ \$16.90 (Non-evening Wear) \_\_\_\_\_ @ \$28.20 (Evening Wear) Total Wardrobe Fee \$ \_\_\_\_\_  
 Performer does not consent to the use of his/her services in commercials made hereunder on the Internet.  
 Performer does not consent to the use of his/her services in commercials made hereunder in New Media.  
 Performer does not consent to the use of his/her services in commercials made hereunder as dealer commercials payable at dealer commercial rates.  
 Performer does not consent to the use of his/her services in commercials made hereunder on a simulcast.

The standard provisions printed on the reverse side hereof are a part of this contract. If this contract provides for compensation at AFTRA minimum, no addition, changes or alterations may be made in this form other than those which are more favorable to the Performer than herein provided. If this contract provides for compensation above the AFTRA minimum, additions may be agreed to between Producer and Performer which do not conflict with the provisions of the AFTRA Television Recorded Commercials Contract, provided that such additional provisions are separately set forth under "Special Provisions" hereof and signed by the Performer.

Performer authorizes Producer to make all payments to which Performer may be entitled hereunder by check payable to Performer and sent to the AFTRA office nearest the city in which the commercial was made.

All notices to Producer shall be addressed as follows: To Producer at \_\_\_\_\_

This contract is subject to all of the terms and conditions of the AFTRA Television Recorded Commercials Contract.

Employer of Record for income tax and unemployment insurance purposes is: \_\_\_\_\_

PRODUCER (Name of Company) \_\_\_\_\_

The Performer has the right to consult with his/her representative or AFTRA before signing this contract.

BY \_\_\_\_\_ SIGNATURE PERFORMER \_\_\_\_\_ SIGNATURE

#### SPECIAL PROVISIONS (including adjustments, if any, for Stunt Performers):

Performer hereby certifies that he or she is 21 years of age or over. (If under 21 years of age, this contract must be signed below by a parent or guardian.)

I, the undersigned, hereby state that I am the \_\_\_\_\_ of the above name Performer and do hereby consent and give my permission to this agreement.  
(MOTHER, FATHER, GUARDIAN)

(Signature of Parent or Guardian) \_\_\_\_\_

Performer acknowledges that he or she has read all the terms and conditions in the Special Provisions above and hereby agrees thereto.  
Performer has the right to consult with his/her representative or Union before signing this contract.

Performer's Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

IMPORTANT PROVISIONS ON BACK. PLEASE READ CAREFULLY.

# EXHIBIT A-1

## STANDARD AFTRA EMPLOYMENT CONTRACT FOR TELEVISION COMMERCIALS

### STANDARD PROVISIONS

#### 1. RIGHT TO CONTRACT

Performer states that to the best of Performer's knowledge, Performer has not authorized the use of Performer's name, likeness or identifiable voice in any commercial advertising any competitive product or service during the term of permissible use of commercial(s) hereunder and that Performer is free to enter into this Contract and to grant the rights and uses as herein set forth.

#### 2. EXCLUSIVITY

Performer states that since accepting employment in the commercial(s) covered by this Contract, Performer has not accepted employment in nor authorized the use of Performer's name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service and that Performer will not hereafter, during the term of permissible use of the commercial(s) for which Performer is employed hereunder, accept employment in or authorize the use of Performer's name or likeness or identifiable voice in any commercial(s) advertising any competitive product or service. This paragraph shall not apply to off-camera solo or duo singers or to group performers (other than name groups) or to performers employed in seasonal commercials.

#### 3. OTHER USES (Strike "A" or "B" or both if such rights are not granted by Performer)

##### A. Foreign Use.

Producer shall have the right to the foreign use of the commercial(s) produced hereunder for which Producer agrees to pay Performer not less than the additional compensation provided for in the **AFTRA Television Recorded Commercials Contract**. Producer agrees to notify AFTRA in writing promptly of any such foreign use.

##### B. Theatrical & Industrial Use.

Producer shall have the right to the commercial(s) produced hereunder for Theatrical & Industrial use as defined and for the period permitted in the **AFTRA Television Recorded Commercials Contract**, for which Producer shall pay Performer not less than the additional compensation therein provided.

#### 4. ARBITRATION

All disputes and controversies of every kind and nature arising out of or in connection with this Contract shall be subject to arbitration as provided in Section 57 of the **AFTRA Television Recorded Commercials Contract**.

#### 5. PRODUCER'S RIGHTS

Performer acknowledges that Performer has no right, title or interest of any kind or nature whatsoever in or to the commercial(s). A role owned or created by Producer belongs to Producer and not to Performer.