PRODUCER-SCREEN ACTORS GUILD
CODIFIED BASIC AGREEMENT
OF 2005

TERM: JULY 1, 2005 - JUNE 30, 2008
B. Producer shall provide to stunt performers dressing room facilities which are clean, in repair and accessible in studios and on locations. The Producer shall take into consideration the type of work involved for the stunt performer and the location of the production in order to insure that such dressing room facilities provide the stunt performers with reasonable comfort and privacy.

By way of example, on location no more than two (2) stunt performers per room in Teardrop trailers, campers, rooms in honeywagon units nor more than four (4) stunt performers in Winnebagos or motor homes.

C. Producer shall designate a person responsible to implement the foregoing.

Such dressing rooms shall be provided with adequate locks and Producer shall provide facilities for checking normal personal belongings.

In the studio, the dressing room obligation may be met by permanent studio facilities or temporary mobile quarters, such as trailers, if permanent facilities are not available. On locations, the requirements may be met by temporary or mobile quarters, such as trailers. Heaters or fans shall be provided, as needed, in all dressing rooms.

In the event compliance with the foregoing is not feasible because of space, physical or legal limitations or location practicalities, the matter shall be discussed with the Union. Waivers shall not be unreasonably withheld under such circumstances.

Whenever a performer is required by Producer to make a change of wardrobe on the set, Producer shall provide suitable facilities affording privacy for such purpose. A private canvas dressing room will be deemed a "suitable facility" for this purpose.

22. REUSE OF PHOTOGRAPHY OR SOUND TRACK

A. No part of the photography or sound track of a performer shall be used other than in the picture for which he was employed, without separately bargaining with the performer and reaching an agreement regarding such use. The foregoing requirement of separate bargaining hereafter applies to reuse of photography or sound track in other pictures, television, theatrical or other, or the use in any other field or medium. Bargaining shall occur prior to the time such reuse is made, but performer may not agree to such reuse at the time of original employment. The foregoing shall apply only if the performer is recognizable and, as to stunts, only if the stunt is identifiable. See
subsection F. of this Section. No reuse may be made of nude photography without the performer's written consent.

The day performer rate shall be the minimum for purposes of the bargaining referred to above with respect to such use of such material in any motion picture other than the one for which performer was employed. As to any other use of photography or sound track referred to above, the bargaining shall be subject to the minimum wages and residuals provided for in the collective bargaining agreement, if any, applicable in the field in which the photography or sound track is used, unless compensation for such other use is already provided by this Agreement.

The provisions of this subsection A. shall not limit Producer's right to use photography or sound track in exploiting the picture, or in trailers, promotional films thirty (30) minutes (or less) in length for theatrical and television motion pictures, or in advertising, as provided in this Agreement.

The Union may, in its discretion, grant waivers of the requirements of this Section with respect to the reuse of photography and sound track in public service, educational and like programs and will follow a liberal policy in granting such waivers.

B. If Producer fails to separately negotiate as provided in subsection A. hereof, the performer shall be entitled to damages for such unauthorized use, equivalent to three (3) times the amount originally paid the performer for the number of days of work covered by the material used. If the Producer is unable to find the performer, it shall notify SAG, and if SAG is unable to find the performer within a reasonable time, the Producer may use the photography or sound track without penalty.

C. If Producer and the performer negotiate for such use and are unable to reach an agreement, and all performers involved have agreed to compensation for such use except a single performer who, Producer claims, is unreasonably refusing to accept an equitable sum, Producer may submit the matter to SAG's Board of Directors for determination and both Producer and performer shall be bound by the determination so made, if the material is used. In all other cases in which Producer and the performer are unable to reach an agreement, Producer shall be prohibited from making such reuse of the material, and in case of violation, or in a case in which the Producer fails to obtain the performer's written consent to reuse nude photography, the performer shall be entitled, at his option, to either accept damages as provided in subsection B. hereof, or to arbitrate his claim hereunder, or to take legal proceedings in a court of competent jurisdiction.
D. If the performer is employed under a term contract and the use occurs during the time he is still under contract with Producer, the performer shall not be entitled to additional compensation; but if such reuse occurs at a time when the performer is no longer under contract with Producer, the provisions of subsections A., B. and C. hereof shall apply.

E. Neither Producer nor SAG waive their respective claims with respect to the reuse of photography of performers employed under "deal contracts."

F. Notwithstanding the foregoing, the reuse of stunt work is subject to the following:

(1) With respect to any stunt which was contained in any theatrical motion picture, the production of which commenced prior to February 1, 1956, the Producer may reuse the photography containing such stunt in other theatrical motion pictures without limitation or any liability for additional compensation.

(2) With respect to any stunt which was contained in any theatrical motion picture, the production of which commenced prior to August 1, 1948, the Producer may reuse the photography containing such stunts in any television motion picture without limitation or additional compensation.

(3) With respect to any stunt which was photographed but not used in the motion picture for which it was made, the Producer may use such stunt once in another theatrical motion picture without limitation or additional compensation.

(4) Producer shall have the right to reuse photography or sound track of identifiable stunts which would otherwise be subject to an obligation to bargain prior to being reused (including stunts in motion pictures which were produced under prior SAG Agreements which restricted the reuse of such photography or soundtracks) in the media specified below upon payment of the day performer minimum or, if a different amount is specified below, upon payment of the amount so specified to the stunt performer(s) appearing in the footage. It is not necessary for the Producer to bargain with the stunt performer before reusing the stunt footage.

The foregoing shall apply with respect to the use of stunt footage in:
(a) other theatrical motion pictures, free television
motion pictures, motion pictures made for the pay television/
videocassette market, and motion pictures made for basic cable;

(b) commercials, but the required payment shall be
the applicable commercial session fee and residuals. As to commercial
tie-ins, the following shall apply:

(i) commercial tie-in advertising of a motion
picture which is available for sale at the same point of purchase as the
other product being advertised shall be considered to "exploit the motion
picture" and, thus, may be done without negotiation or payment; and

(ii) tag line-type advertising (brief tag or
mention of a different product appended to or included in a commercial
promoting motion picture) shall be considered to "exploit the motion
picture" and, thus, may be done without negotiation or payment.

(c) standard openings and closing of television
shows, but payment must be made on the same basis as is required under
Exhibit A of the SAG Television Agreement for performers;

(d) theme parks (other than uses that are promotional
or exploit the motion picture, for which no bargaining or payment is
required) for a period of five years. (If a longer term of use is desired,
an additional payment of then-current day performer minimum would be
required for each subsequent five year period.) In the alternative,
Producer may obtain such rights in perpetuity upon payment to the stunt
performer(s) appearing in the footage of a sum equal to three (3) times
the then-current day performer minimum; and

(e) in games and interactive videos.

Payment as provided above shall be made for each "excerpt"
of photography or sound track which is reused. However, more than one
excerpt of stunt photography or sound track may be reused upon
payment of a single day performer minimum payment in the following
circumstances: (i) if the reused stunts were performed by the same stunt
performer in a single day; or (ii) if a stunt sequence is intercut with live
action as part of a scene which includes footage on a television screen,
movie theater screen or other similar viewing device.

Such payments shall be made within sixty (60) business days
from the exhibition of the permitted reuse. In the event that the Producer
fails to issue payment to the stunt performer within that period, the
Producer shall pay a late payment charge equal to the day performer
minimum, in addition to the payment due for the reuse, in lieu of the amount prescribed by this subsection F.(4) or by Section 31.B.(2).

(5) The provisions of subsections A., B., C., D. and E. above shall apply to the reuse of stunt footage in:

(a) music videos other than those which promote, advertise or exploit the motion picture from which the footage was taken. (Stunt footage may continue to be used without bargaining or payment in music videos which promote, advertise or exploit the picture from which the footage is taken, so long as the use meets the contractual criteria for which bargaining is unnecessary.)

(b) "compilation" stunt programs (i.e., shows comprised substantially of stunt footage).

G. The above provision for payments for reuse of stunts shall only apply to stunt performers the Union can identify and establish as having performed the stunt in question. The Producer may rely upon the Union’s designation of any stunt performer as the person who performed such stunt and payment by the Producer to such stunt performer shall be final and conclusive and shall relieve the Producer of any further obligations for the reuse or rerun of such stunt as herein provided.

H. Producer will not publicly exhibit nor license for public exhibition bloopers without the appropriate consent of the recognizable performer(s) involved, including individual voice-overs.

I. Except as otherwise provided herein, the late payment provisions of Section 31.B.(2) herein shall apply to reuse of photography payments, except that the time for payment shall be thirty (30) business days from exhibition.

J. The provisions of this Section shall not limit the Producer's right to use or authorize the use of clips from theatrical pictures, without bargaining or making additional payment: (1) within regularly-scheduled news programs; and in connection with other news and review purposes under the same circumstances as in the past; and (2) in Oscar Award programs, which includes the Oscar Award program itself as well as any pre- or post-Oscar Award program that is exhibited from the date that nominations are announced until eight (8) days following the Oscar Awards program, provided that any clip used in such a program is limited to either 400 feet of 35mm film containing not less than two (2) scenes or 200 feet of 35mm film containing only one (1) scene, or the equivalent in running time if another recording medium is used.
With respect to uses which would otherwise require payment pursuant to this Section 22, a star performer may, at the time of use, waive payment for the use of theatrical film clips containing such performer's voice or likeness, it being understood that such waiver shall not affect other performers entitled to payment hereunder.

K. Both the Guild and the Networks expressly reserve their respective positions concerning the use of footage, including stunt footage, in network promotional announcements containing tie-ins (e.g., CBS promotionals with K-Mart tie-in which promote the fall season program line-up).

L. This Section 22 is not applicable to stunt coordinators, except as it applies to stunt performer work performed by a stunt coordinator under a "flat deal" contract.

23. **AIR TRAVEL AND FLIGHT INSURANCE**

A. Producer shall provide accidental death and dismemberment insurance in a principal sum not less than $100,000.00 to the performer or the performer's designated beneficiary when performer is required to travel by plane at the request of Producer, or $250,000.00 when performer is required to travel by helicopter at the request of Producer.

B. In the event Producer is unable to provide the coverage stated above through Producer's insurance carrier, performer shall be informed of this fact no later than his arrival at the airport of departure. Producer shall reimburse the performer with the cost of the premium paid by performer in order to obtain such coverage, when performer presents proper receipts at the location production office.

C. When air travel is required by the Producer, Producer shall use commercial flights when practical, available and feasible.

D. Producer acknowledges the right of performer to refuse to fly on a charter flight, except, however, prior to employment, Producer may obtain the consent of the performer to fly on a charter flight.

24. **INDEPENDENT PRODUCTION**

With respect to a motion picture produced by an independent producer under a contract with Producer for the financing, production and distribution of such motion picture, if Producer gives the Union ten (10) days' advance notice before principal photography commences that such motion picture is not to be covered by this Agreement, then Producer shall not be obligated hereunder with respect to such picture except as otherwise provided in Sections 4, 5 and 6 hereof.