

**SCREEN ACTORS GUILD
EMPLOYMENT OF DAY PERFORMER
FOR THE NATIONAL FILM CHALLENGE SHORT FILM AGREEMENT**

PRODUCTION COMPANY (EMPLOYER) _____

PRODUCTION TITLE _____ DATE _____

PERFORMER'S NAME _____ TELEPHONE NO. _____

ADDRESS _____

ROLE _____ START DATE _____

This agreement covers the employment of _____ (Performer)

by _____ (Producer) in a short film produced in connection with the National Film Challenge.

The minimum deferred rate of compensation under the SAG Short Film Agreement is \$100 per day. Performer and Producer are free to negotiate a higher deferred salary at the time of initial employment, in such event, a separate rider must be attached hereto and signed by both the Performer and the Producer.

The Short Film Agreement provides the opportunity for professional performers to work on short films that are intended to be shown in film festivals. The Agreement also provides for limited distribution for Academy Award consideration and other very limited markets without compensation.

If the Short Film is distributed outside of the permitted uses or sold, Producer is obligated to pay all deferred compensation, including overtime, to the Performer. Performer is hereby advised that such payment constitutes compensation for initial salary and all exhibitions of the film.

Performer is advised that the Producer has been granted a waiver of the weekend premium payment requirements. The consecutive employment requirement is also waived provided scheduling of calls is subject to performer's availability, except while on overnight location. In consequence of said waivers, performer shall be free to accept other professional employment during the course of this production.

Any special hairdress or costumes will either be furnished by Producer or Performer shall be reimbursed for all sums expended.

This employment is subject to all provisions and conditions applicable to the employment of day performers contained in the Screen Actors Guild Codified Basic Agreement for Independent Producers except as expressly modified herein.

Producer makes the material representation that it is presently signatory to the Screen Actors Guild Short Film Agreement for Independent Producers for the National Film Challenge, negotiated with the Guild for the purpose of employing professional performers in the above-listed photoplay.

PRODUCER _____ PERFORMER* _____

BY _____ SOCIAL SECURITY # _____

SEE ATTACHED RIDER

RIDER

48 Hour Film Project

(Effective October 1, 2007 through December 31, 2007)

- 1) Given the nature of the project, no script will need to be submitted to SAG.**
- 2) No security deposit or financial assurances will be required.**
- 3) The Short Film Letter Agreement will cover all professional performers providing services in the project.**
- 4) 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.**
- 5) Performers may not be recalled to work without a 12 hour rest period.**
- 6) Since the project is being produced as part of the National Film Challenge, it is understood that Producer is assigning all distribution rights to KDHX Community Media, who may exhibit the film individually or as part of a compilation with no monies due performers to the extent agreed with Screen Actors Guild.**
- 7) KDHX Community Media may show the film on the KDHX Community Media Website provided that it is not downloadable.**
- 8) Producer may not distribute or exhibit the film without prior negotiation with Screen Actors Guild.**