



**SCREEN ACTORS GUILD – AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
SHORT PROJECT AGREEMENT**

TITLE: “ _____ ” (the “Project”)

FILMMAKER:

Legally Responsible Party (“Producer”): _____

Address: _____

City: _____

State: _____ Zip: _____

Email: _____

This Short Project Agreement (“Agreement”) covers “bona fide entertainment programs” that meet the requirements in Section 1.C. and that are not excluded pursuant to Section 1.D. Producer agrees to provide SAG-AFTRA all information necessary to determine whether the Project qualifies for this Agreement.

1. Prerequisites: Eligibility Under This Agreement

A. Timely Application

Producer must execute this Agreement no later than one week prior to any work by Performers or Background Actors. Upon clearance of the Project, SAG-AFTRA will make available to the Producer SAG-AFTRA Performer Employment Contracts, SAG-AFTRA Background Actor Contracts, a Final Cast List Information Sheet, and Production Time Reports.

B. Representations; Required Disclosures

By signing this Agreement, Producer represents that the Project is eligible for coverage under this Agreement and that all information in the Preliminary Information Sheet that was submitted for the Project is true to the best of Producer’s knowledge.

Additionally, Producer agrees to inform Performers and Background Actors, prior to hire, that the Project is subject to the terms of this Agreement and to inform SAG-AFTRA, Performers, and Performers’ representatives if the Project has any commercial sponsors. If the Producer fails to disclose commercial sponsors or makes any material misrepresentations regarding the Project, the Project may be reclassified pursuant to Section 9 and the Performers will be entitled to renegotiate compensation and the terms and conditions of employment.

C. Qualification For This Agreement

Qualification under this Agreement is at SAG-AFTRA's discretion. To qualify for these special terms, the Project must meet the following requirements:

- i. Maximum total budget – \$50,000
- ii. Maximum running time – 40 minutes
- iii. Maximum shooting schedule – 30 days of principal photography (not including retakes and looping)
- iv. Shot entirely in the United States

D. Excluded Projects; Exceeding Production Limits

This agreement is not intended to cover and specifically excludes any type of production or medium covered by another SAG-AFTRA Agreement (e.g., animated projects, music videos, corporate or education videos, video games, television or new media series, or productions created for a performance class or school).

Additionally, if Producer exceeds the production limits in Section 1.C., SAG-AFTRA may reclassify the Project to an appropriate SAG-AFTRA Agreement as described in Section 9.

2. Scope; Recognition; Coverage

Producer hereby recognizes SAG-AFTRA as the exclusive collective bargaining agent for Performers and Background Actors in connection with the Project.

A. Performers and Background Actors Covered

The provisions of this Agreement are applicable to Performers and Background Actors employed on the Project to the extent such Performers and Background Actors would be covered under the current Basic Agreement or Television Agreement. Producer is obligated to cover only the first 10 Background Actors employed each day in a Background Actor Zone as defined in the Basic Agreement.

3. Compensation; Exhibition Limitations

A. Salaries

All initial compensation and salary that are not set forth in this Agreement are subject to **good faith** negotiation between the Producer and the individual Performer or Background Actor. At the time of booking, Producer must set forth in a written employment agreement all agreed initial compensation/salary terms and conditions for the Performers' and Background Actors' services on the Project.

Each Performer's negotiated salary covers only a single role in the Project.

If the Performer's performance does not appear in the final version of the Project as released, the Performer is still entitled to receive their negotiated payment for services performed on the Project.

Stunt Coordinators: Rates for Daily, Weekly and "Flat Deal" Stunt Coordinators are the rates set forth in Schedule K-I, K-II, or K-III of the Basic Agreement that is current at the time of photography.

In order to comply with federal/state laws and the SAG-AFTRA Basic Agreement, the Union strongly recommends that all payments made by check be issued by a payroll house experienced in the entertainment industry and payable to the order of the individual performer and/or background actor entitled thereto. Each such check should be accompanied by a separate written statement indicating dates worked, overtime, adjustments, reimbursements, tax deductions, and name and address of the Performer's or Background Actor's "employer of record." Additionally, signed payroll sheets or slips and photocopies of checks sent to the Performers and Background Actors may be delivered to SAG-AFTRA when requested.

B. Limited Exhibition

The compensation negotiated between Producer and the Performer or Background Actor represents their compensation for limited exhibition of the Project as follows:

- i. At film festivals;
- ii. On new media free-to-consumer platforms (where the consumer does not pay for access to the Project);
- iii. Before the Academy of Motion Pictures Arts and Sciences for possible Academy Award consideration;
 1. Producer may exhibit the Project for one week in a paying movie house to qualify for Academy Award consideration.
- iv. To non-paying, non-public, established entertainment industry members and/or prospective financiers to showcase the talent of the producer, director, writer, performers or other members of the production or post-production team;
- v. On one public access television channel for not more than one year from the first run date, if neither the producer nor any of its principals in the production receive any compensation for the exhibition. Producer must advise SAG-AFTRA of the first air date and the station on which the Project will run.

If Producer enters into any agreement to release the Project to any other market or medium, Producer must notify SAG-AFTRA of the initial release in writing prior to release of the Project and this market will be deemed Producer's "Subsequent Use" of the Project. Residuals will be due on the Subsequent Use pursuant to Section 7. Producer must provide SAG-AFTRA with copies of any agreements, including sale, license, or distribution agreements pertaining to the release. Within 10 days of release of the Project, Producer must pay all deferred compensation (if any) by check made payable to each individual Performer or Background Actor and must make corresponding payments to the SAG-AFTRA Health Plan and SAG Pension Plan (collectively referred to herein as "SAG-AFTRA Plans")(but in no event later than 30 days after such payment). Producer must provide copies of all Performer or Background Actor compensation checks to SAG-AFTRA. Deferred compensation under this Agreement for this purpose may not be less than \$125 per day for Principal Performers and \$96 per day for Background Actors.

C. SAG Pension and SAG-AFTRA Health Plan Contributions

Pension and Health Plans contributions are equal to 18.5% of the gross compensation paid to each Performer and 18% paid to each Background Actor for services performed under this Agreement and are to be paid in accordance with Section 34 of the Basic Agreement. Pension and Health Plan contributions are due at the time the Performers' or Background Actors' compensation is paid.

D. Worktime

All time, from the time the Performer or Background Actor is required to report until dismissed, excluding meal periods, is considered work time for all purposes, including without limitation, calculating overtime, meal periods and rest periods. The Performer's or Background Actor's daily salary represents payment for up to eight consecutive hours of work. Performers and Background Actors must be paid their full salary for each day the Performer or Background Actor reports for work, even if eight hours of work is not required by Producer.

E. Overtime

- i. Performers and Background Actors are due time and one half for the 9th, 10th, 11th and 12th hours or parts thereof, calculated in tenth of an hour (six minute) units of work time.
- ii. If a Performer or Background Actor is required to work more than 12 hours in any day, the Performer and/or Background Actor will be due overtime at double the straight time rate for any time worked, calculated in tenth of an hour (six minute) units. Overtime due under this Section may not be waived, modified, or deferred. For Performers, production must use the greater of the minimum salary set forth in the current SAG-AFTRA Theatrical Modified Low Budget Letter Agreement to calculate overtime pay due under this Section or the Performer's negotiated rate.

F. Non-Waivable Payments

The following payments due to Performers may not be waived, modified, or deferred under any circumstance:

- i. Car mileage allowance reimbursement
- ii. Public transportation costs (payable on the day of work)
- iii. Liquidated damages for meal period violations as specified in Section 4.E. below
- iv. Per Diem as specified in Section 5.B.ii. below
- v. Reimbursement for expenditures made at request of Producer, for example, special hairdress, special make-up, or wardrobe as specified in Section 4.F. below
- vi. Liquidated damages for failure to timely deliver employment contracts as specified in Section 4.B. below
- vii. Salary for work by a performer in excess of 12 hours on any day or in excess of the 30 shooting days
- viii. Liquidated damages for rest period violations as specified in Section 4.G below
- ix. Liquidated damages due SAG-AFTRA for contract violations

Unless otherwise stated in this Agreement, Producer must pay Performers and Background Actors all amounts owed (referenced in this Subsection A, C, E and F) on the Producer's next regular pay period or, if none, no later than Thursday of the following week.

4. Production Requirements

A. Production Time Reports

Producer must complete the Production time Reports in ink detailing the specific time of reporting, travel, beginning and end of meals, and dismissal on set. Performers will review and sign the Production Time Report at the end of each day. Performers may not be asked to sign blank Production Time Reports. The original completed Production Time Reports must be delivered to SAG-AFTRA by the Friday following the work week. If Producer fails to comply with the requirements concerning Production Time Reports, SAG-AFTRA will be entitled to liquidated damages in the amount of \$75.00 per day of breach.

B. Employment Contracts

Each Performer must receive from Producer the Performer Employment Contract for execution by the end of their first day of work on the Project. Producer must complete all fields of the contract in ink or a locked electronic format (*e.g.*, PDF) before delivery to the Performer.

The employment contract must be executed in three copies. A fully executed original must be given to the Performer not later than the end of their first day of work. An original must be delivered to the Performer's representative within four days of the Performer's first day of work. An original should be retained by Producer. A copy must be delivered to SAG-AFTRA within one week of Performer's first day of work.

If Producer fails to timely deliver the fully executed contract to any Performer(s), Producer must pay the Performer(s) liquidated damages in the amount of \$10.00 per day until Performer receives the fully-executed employment contract. If Producer fails to timely deliver any employment contracts to SAG-AFTRA, Production must pay SAG-AFTRA liquidated damages in the amount of \$10.00 per day per contract until SAG-AFTRA receives all employment contracts.

C. Hazardous Work; Stunts

Producer must not require any Performer to do stunt or hazardous work without first obtaining the Performer's express written consent prior to the start of the Performer's services in the Project. Producer must fully discuss the physical requirements of the role at the time of audition or interview.

Producer must notify SAG-AFTRA of hazardous or stunt activity and the day on which the activity will occur. Producer must provide a safety expert who must be present and available for consultation at the place of the hazardous or stunt activity. An animal handler or qualified trainer must be provided when Producer requires a Performer to work with animals.

D. Consecutive Employment and Availability

Performers have the right to accept other professional employment during the course of production of the Project. SAG-AFTRA, therefore waives the requirement of consecutive employment, as defined in the Basic Agreement, in connection with the Project, unless the performer is on an overnight location as defined in Section 5.A. In exchange for this waiver, Producer agrees to waive their right to exclusive services of the Performer during photography. The performer will attempt to provide thirty-six (36) hours notice of a conflicting professional engagement.

E. Meal Period

Allowable meal periods must not be counted as work time for any purpose. Each Performer's first meal period must commence within six hours following the time of their first call for the day, succeeding meal periods will commence within six hours after the end of the preceding meal period. An allowable meal period may not be less than a half hour (30 minutes) and not

more than one hour in length. Producer must pay \$25.00 in non-deferrable liquidated damages to each affected Performer for each half-hour of delay or fraction thereof.

F. Makeup, Hairdress, and Wardrobe

Producer must immediately reimburse any Performer or Background Actor who is required to purchase unique or particular makeup, hairdress, or wardrobe.

G. Rest Period

Producer must give each Performer a 12 hour rest period from the time they are dismissed until they are recalled for whatever purpose. In the event the rest period is invaded, Producer must immediately pay Performer liquidated damages in the amount of \$125. The liquidated damages for a rest period violation may not be deferred or waived.

H. Nudity

- i. Producer must notify the Performer or the Performer's representative of any nudity or sex acts expected in a role prior to the first interview or audition. Producer must give the Performer prior notification of any interview or audition requiring nudity and the Performer has the absolute right to have the person of Performer's choice present at that audition. Total nudity may not be required at any auditions or interviews; the Performer is permitted to wear "pasties" and G-string or its equivalent.
- ii. During any production involving nudity or sex scenes, the set must be closed to all individuals having no business purpose in connection with the scene.
- iii. No still photographs will be permitted without the Performer's prior written consent.
- iv. The appearance of a Performer in a nude or sex scene or the doubling of a Performer in a nude or sex scene is conditioned upon the Performer's express, written consent.
- v. If a Performer has agreed to appear in a nude or sex scenes and then withdraws consent, Producer may double the Performer. A Performer may not withdraw consent as to film already photographed.

I. Use of "Double"

Producer agrees not to "dub" or use as a "double" in lieu of the Performer, except in the circumstances permitted by Schedule B, Section 36.A.(1 – 5) of the Basic Agreement.

J. Prohibitions on Digital Reproductions

Producer may not use any digital scanning techniques to create digital reproductions of any Performer in connection with the Project without SAG-AFTRA's consent. Producer may not use any digital reproduction of an individual, living or deceased, as a character in the Project without SAG-AFTRA's consent.

5. Travel; Overnight Locations

A. Travel

The applicable travel provisions of the Basic Agreement are modified as follows:

- i. A Performer will be deemed to be on an "overnight location" when it is necessary for them to remain away from their residence overnight for one or more nights regardless of the location of the Producer's base.
- ii. Whenever the Performer is required to travel away from their residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and a Per Diem. Producer must furnish lodging and a Per Diem to the performer until the Performer is returned to the original place of departure.
- iii. When Producer is required to provide transportation for a Performer all applicable provisions of the Basic Agreement apply except when air travel is required. Producer may provide coach class travel on a commercial airline, however, if any member of the production staff or performer is flown in any class other than coach, all Performers must be flown in the same higher class.
- iv. Producer must 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 required to travel by plane at the request of Producer.

B. Overnight Locations

- i. All Performers must be provided with reasonable lodging and meals at all overnight locations.
- ii. If meals are not provided by the Producer, then Producer must pay each Performer the following amounts ("Per Diem"):

\$12.00 Breakfast
\$18.00 Lunch
\$30.00 Dinner

The Per Diem must be paid to Performer in cash not later than the morning of the day of work.

C. Transportation

- i. Los Angeles 30 mile studio zone – The Los Angeles studio zone is the area within a circle 30 miles in radius from the intersection of Beverly Boulevard and La Cienega Boulevard, Los Angeles, California. Producer may require any performer to report anywhere within the studio zone. Performers who are required to report to a location within the studio zone must be immediately reimbursed at the rate of \$.30 per mile for their actual travel to and from such location.
- ii. New York 8 mile studio zone – The New York studio zone is the area within a circle eight miles in radius from the center of Columbus Circle, New York City. Producer may require any performer to report directly anywhere within the studio zone accessible by public transportation. Those Performers who are required to report to location within the studio zone must be immediately reimbursed for the actual cost of their public transportation to and from such location.
- iii. Other areas – the Performer must be reimbursed for the actual cost of reasonable forms of travel to locations. When the reasonable mode of travel is by car, Producer must reimburse the Performer at the rate of \$.30 per mile.
- iv. Any area outside studio zones – Producer must provide transportation to any area outside the studio zones.

6. Financial Assurances

SAG-AFTRA may, in its sole discretion, require financial assurances with respect to the Project. If Producer fails to fully provide any required financial assurances, SAG-AFTRA will have the right to withhold Performers' services on the Project until the requirements are fully satisfied.

In the event Producer transfers any of its rights in the Project, Producer must deliver to SAG-AFTRA a fully-executed Distributors Assumption Agreement or Buyers Assumption Agreement.

7. Residuals

In the event initial compensation has been deferred and the Project has been released per Section 3.B, full payment by Producer of all initial compensation due Performers must be paid prior to any Subsequent Use of the Project. Thereafter, residuals and Pension and Health Contributions must be paid according to the SAG-AFTRA Agreement that covers work of the same type as the Subsequent Use. For residuals formulas based on a Performer's "total applicable minimum" salary, the residuals must be calculated based on the TV Agreement minimum rates in effect on

the dates the Performer worked. For network prime time exhibition, the calculation is based on the greater of the Performer's total actual compensation or what the Performer would have received had they been paid the TV Agreement minimum rates in effect on the dates the Performer worked, capped by the applicable network prime time ceiling. If the Project is picked up as a part of a television or new media series to be exhibited on television or a new media platform, this Residuals section is immediately supplanted by the Residuals section(s) of the applicable SAG-AFTRA Television Agreement and/or SAG-AFTRA New Media Agreement for Dramatic Programs.

8. Reuse of Photography or Soundtrack

Producer must not use any part of the photography or soundtrack of a Performer in any picture other than the one for which he was employed, without reaching an agreement with the Performer regarding the use. Consent for any reuse, including without limitation, use of nude photography, "bloopers" excerpts, and use in commercials, may not be bargained for at the time of initial employment, and must be obtained in writing and separate from the Performer's contract. The Performer is entitled to damages as set forth in Section 22 of the Basic Agreement or Section 36 of the Television Agreement for any violation of this section. The day performer minimum is the minimum for purposes of calculating damages.

In the event any part of the photography or soundtrack of the Performer is reused by a non-signatory party without the Producer's authorization and without obtaining the consent of the Performer, Producer agrees to provide reasonable cooperation to SAG-AFTRA in pursuing recourse for the Performer. Such efforts may include, but are not limited to, seeking compensation from the third party for the reuse, requiring that the third party cease use of the content, and/or requesting removal of the unauthorized photography or soundtrack from social media sites.

9. Ineligibility Under This Agreement

If SAG-AFTRA at any time determines that the Project does not qualify for the special terms and conditions of this Agreement, then the Project will be reclassified to the appropriate SAG-AFTRA Agreement. Producer agrees to promptly make payment of all initial or additional compensation that would have been payable under the applicable SAG-AFTRA Agreement and to abide by any provisions related to additional compensation and restrictions on use in the applicable SAG-AFTRA Agreement. If the Project is still in production, the corresponding terms and conditions of employment will be immediately applicable to the Project.

In the event of a reclassification under this section or a release under Section 9, Producer will have no right to use, and must immediately cease using, the Performers' performances (notwithstanding any contrary language in this or any other SAG-AFTRA Agreement or in any Performer's individual employment contract) until Producer has made the required payment. Nothing in this Agreement or any SAG-AFTRA Agreement supersedes or limits any right or remedy a Performer may have at law or otherwise relating to an unauthorized use of their name, likeness, image, voice, performance, or any other personal attribute.

Any dispute over the meaning or application of this section may be resolved through the expedited arbitration process set forth in Exhibit A, Section 2.

10. Arbitration; Notice

All disputes and controversies between Producer and SAG-AFTRA or between Producer and any Performer or Background Actor arising out of or in connection with this Agreement or any contract or engagement (whether overscale or not, and whether at the minimum terms and conditions of this Agreement or better) for the Project, must be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Exhibit A.

All notices to Producer will be sent to the address above (or to such other address as the Producer may specify in writing or otherwise discovered by the Union) and may be sent by personal delivery, overnight courier service, certified mail with return receipt requested, first class mail, or facsimile or email, with a copy sent by first class mail.

11. Agreements Incorporated

By executing this Agreement, Producer agrees to be bound by the terms of the Basic Agreement, the Television Agreement, and the Trust Agreement(s), with respect to the Project as applicable. The Basic Agreement and Television Agreement are available at www.sagaftra.org.

Except as modified herein, all terms and conditions of the Basic Agreement apply to the Project. In the event of any conflict between the terms of this Agreement and the Basic Agreement, the conflicting terms will be construed to give effect to the intent of this Agreement to the greatest extent possible.

The following provisions of Schedule X, Part I and Part II of the Basic Agreement apply to Background Actors employed on the Program:

Sections X-I, 44(a) – (g) and (i) and X-II, 45(A) – (G) and (I), *“Policy of Non-Discrimination and Diversity”*

Sections X-I, 45, and X-II, 46, *“Sanitary Provision”*

Sections 46 and 47, *“Payment Requirements”*

Section 54, *“Statute of Limitations”*

Section 55, *“Grievances”*

12. Definitions

“Background Actor” has the definition ascribed to it in Schedules X-I and X-II of the Basic Agreement and will specifically include background actors, special ability background actors, and stand-ins.

“Basic Agreement” means the Producer – SAG-AFTRA Codified Basic Agreement in effect the date this Agreement is signed.

“Pension and Health Plans” means the Producer-Screen Actors Guild Pension Plan, the SAG-AFTRA Health Plan and/or any pension or health plan that is a successor to any of those plans.

“Performer” includes principal performers, signers, stunt performers, stunt coordinators, airplane and helicopter pilots, professional dancers (as distinguished from dancers who would properly be treated as background actors), professional puppeteers, body doubles, narrators, and announcers. Background actors and stand-ins are not considered “Performers” under this Agreement.

“SAG-AFTRA Agreement” means any SAG-AFTRA signatory agreement other than this Short Project Agreement.

“Television Agreement” means the SAG-AFTRA Television Agreement in effect the date this Agreement is signed.

“Trust Agreements” means the trust agreements establishing the Producer-Screen Actors Guild Pension Plan, the SAG-AFTRA Health Plan, and/or any successor pension or health plan.

13. Miscellaneous

A. Acknowledgement

The credits must include the following statement: “Special thanks to SAG-AFTRA.” Producer must include the SAG-AFTRA logo or union bug in the credit roll of the Project. Contact the assigned Business Representative for artwork and usage guidelines.

B. Protection of Member Information

Producer must use commercially reasonable best efforts to protect from third parties the personal information of Performers, whether in electronic or tangible form, including contact information, social security numbers, employment contracts, and other disclosures, reports, or paperwork that may include personal information. Producer must not include any Performers’ social security numbers on any sign-in sheet for an interview or audition. Producer must handle Performer personally identifiable information in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performer personal information, in addition to compliance with applicable law, Producer must provide prompt notification to SAG-AFTRA, setting forth the actual or approximate date of the incident, the nature of the incident, the number and names of the Performers affected, and any other information SAG-AFTRA reasonably requests.

C. Footage for Performers’ “Reels”

Within six months following completion of principal photography, Producer will provide a Performer who requests it with excerpts from the Project containing the Performer’s performance, or links to such excerpts online, for use in the Performer’s “reel.” Producer

understands and agrees that the “reel” may be exhibited online, including on a Performer’s website or Youtube channel.

If Producer has not completed post-production on the Project or if the Producer is actively attempting to find distribution and the Producer has a good faith belief that the release of the footage will materially damage Producer’s ability to distribute the Project, Producer may delay release of or place limited restrictions on a Performer’s use of the excerpts until it has an initial public release, but in no event longer than 12 months from the Performer request.

In the event Producer fails to comply with a Performer’s request for excerpts, Performer may obtain the excerpts from publicly available sources. Producer consents to the Performer’s use of the excerpts for the limited purpose of demonstrating Performer’s performance.

D. Agreement Non-Precedential

This Agreement covers only the Project listed above and is non-citable and non-precedential with respect to any other project.

E. Agreement Incorporated in Individual Employment Agreements

The provisions of this Agreement are deemed incorporated in each Performer’s employment contract and may not be waived or reduced by any Performer.

PRODUCER

SAG-AFTRA

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

Authorized Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

EXHIBIT A
Dispute Resolution

1. Grievance and Arbitration

With the exception of disputes subject to the expedited procedures described in Section 2 below, the following grievance and arbitration procedures apply to arbitrable disputes (notwithstanding the process below, the Union will follow the arbitration provisions contained in Schedule X-1/X-II of the Basic Agreement):

A. Time Limits

Proceedings for grievance of a claim will be commenced by sending a written grievance within 12 months following the date on which the party initiating the proceedings knew or should have known of the facts upon which the claim is based.

B. Grievance Procedure

Within 10 working days after the filing of a grievance, authorized representatives of the Producer and SAG-AFTRA (or, with the written consent of SAG-AFTRA, the Performer) may discuss and attempt to settle the dispute.

C. Arbitration

A dispute may be submitted to arbitration at any time following the filing of a grievance, whether or not a discussion of the grievance under the grievance procedure has occurred.

i. Institution of Arbitration

SAG-AFTRA or Producer must deliver to the other a written demand for arbitration setting forth the basis for the dispute not later than 12 months after initiating the grievance.

ii. Service of Demand

The demand for arbitration will be served upon the other party at the party's last-known address by any of the methods set forth in the Agreement. The other party may file a written reply within 10 days following the delivery of the demand for arbitration.

iii. Arbitrator Selection

Within 15 days of the date the arbitration demand is served upon Producer, the parties shall in good faith attempt to mutually agree upon an arbitrator to hear and determine the dispute from the list set forth in the Basic Agreement.

If the parties cannot agree upon the arbitrator to be appointed, then each party may alternately strike one name from the list until one arbitrator is left. A coin toss will determine which party strikes first. The arbitrator who is left will be appointed as the arbitrator. If the Producer fails to participate in the selection process, SAG-AFTRA may unilaterally select the arbitrator from the panel. Failure of the complaining party to initiate arbitrator selection within the times set forth will not waive or prejudice any grievance unless: (a) the responding party provides written notice to the complaining party that it will be materially prejudiced if arbitrator selection does not commence promptly; (b) the notice provided by the responding party sets forth a date by which to commence arbitrator selection; (c) the complaining party fails to engage in arbitrator selection by the date set forth in such notice; and (d) the responding party can demonstrate it was, is, or will be materially prejudiced by such delay.

iv. Timing and Place of Hearing:

Subject to the arbitrator's availability, the arbitration hearing will be commenced within 60 days of arbitrator selection. The selected arbitrator's inability to schedule the arbitration hearing within 60 days will not disqualify that arbitrator from hearing the dispute.

All arbitrations will be held in SAG-AFTRA's office in Los Angeles, unless the parties agree otherwise; provided that if Producer has its production headquarters in New York and a majority of the witnesses required for the hearing reside regularly in or around New York, the arbitration may be held in New York.

v. Exchange of information

Prior to any hearing, the parties will cooperate in the exchange of information and documents consistent with their obligations under federal labor law. Not later than 30 days prior to the arbitration hearing, the hearing, documentary evidence of the type producible pursuant to a *subpoena duces tecum*. The documents must be produced on or before the date requested, but the other party may object to the production of the documents to the same extent as if the documents were subpoenaed. The arbitrator will consider any such objection at the hearing.

vi. Award of the Arbitrator

The arbitrator's decision and award will be in writing and will be final and binding on the Producer, SAG-AFTRA, the Performer or Performers involved and, when applicable, the Performer's loan-out company. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has authority to determine only the dispute presented by the written demand for arbitration, and then only to the extent and in the manner expressly provided by the applicable provisions of this Agreement. Nothing herein gives the arbitrator the authority, power, or right to alter, amend, change, modify, add to, or subtract from any provision of this Agreement.

vii. Costs and Expenses

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and the Producer will share equally the cost and expenses of the arbitrator.

viii. Expiration of this Agreement

Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on projects produced during the term of this Agreement.

ix. Waiver or Extension of Time Limits

All time limits provided in this Exhibit A may be extended or waived by mutual agreement of the parties. Failure to send a grievance or serve a demand for arbitration within the prescribed time frame is not a bar to the grievance, unless the other party can demonstrate it has been materially prejudiced by the delay.

2. Disputes Subject to Expedited Arbitration Procedure

The following procedure applies only to disputes between SAG-AFTRA and the Producer concerning the interpretation or application of Sections 8 and 10 of this Agreement.

A. Commencement of Proceedings

Expedited arbitration proceedings are initiated by sending written notice setting forth the particulars of the claim to the other party in accordance with the procedures described in Exhibit A, Section 1.C.ii.

B. Arbitrator Selection

A single arbitrator will be selected as set forth in Exhibit A, Section 1.C.iii. If the initial arbitrator is not available to hear a dispute within the time set forth herein, the parties may select an arbitrator pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association (AAA), as modified herein.

C. Timing and Place of Hearing

Subject to the arbitrator's availability, the hearing will commence within 20 days following the respondent's receipt of the notice. All expedited arbitration hearings under this section 2 will be held in SAG-AFTRA's office in Los Angeles, absent agreement of the parties to another situs.

D. Award of the Arbitrator

Within 10 business days following the close of the arbitration hearing or submission of post-hearing briefs, whichever is later, the arbitrator shall issue a written decision and award on the issue presented. The arbitrator's failure to meet the deadline will not deprive them of jurisdiction over the dispute or render the award invalid. The award of the arbitrator will be final and binding

upon all parties to the proceeding and judgment upon the award may be entered in any court having jurisdiction.

E. Equitable and Injunctive Relief Allowed

The arbitrator may order injunctive or equitable relief, including enjoining the exploitation of the Project pending full payment of all amounts due hereunder.

F. Miscellaneous

Each party will bear its own costs in connection with any arbitration hereunder. SAG-AFTRA and Producer will share equally the cost and expenses of the arbitrator. Termination or expiration of the Agreement will not affect the application of the arbitration provisions of this Agreement to arbitrable disputes arising on projects producers during the term of this Agreement. The time limits provided in this Exhibit A may not be extended or waived except by written agreement of the parties.

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