

CHECK OUT THE



REGIONAL COMMERCIALS CODES



GREAT RATES
EASIER TO USE
EXPERIENCED TALENT

Welcome to the 2022 **Central Midwest** Regional Commercials Code

This contract is tailored for regional advertisers to easily hire SAG-AFTRA performers at competitive rates with flexible terms.

Things you should know about this contract:

- **Predictable Rates** - One rate covers session and use fees (see rates on final page).
- **Flexible Use Options** - Rates for 4-weeks, 13-weeks or 1-year.
- **Multiple Platforms** - Rates include all terrestrial audio or TV broadcast and local cable. Traditional digital and theatrical/industrial can be added for a supplemental use fee.
- **Signatory Options** - One Production Only or even further reductions for Full Term Signatories.
- **Regional Coverage** - Commercials made in Illinois (except metropolitan Chicago), Indiana, Eastern Iowa and Wisconsin can play in the bordering states for no extra cost.

Made in **Illinois** & Play in:



Made in **Indiana** & Play in:



Made in **Wisconsin** & Play in:



Questions? Ready to sign? Contact Sean Hennessy at sean.hennessy@sagaftra.org or 312-867-2549

2022 Central Midwest Regional Commercials Code

1. JURISDICTION

The following rates, terms, and conditions shall apply only to commercials produced within Illinois (except metropolitan Chicago), Indiana, Eastern Iowa, and Wisconsin. Such commercials are expressly limited to use within the particular state where the production occurs, plus any of its bordering states (except California, metropolitan New York City, and metropolitan Chicago, where use under this code is never permitted). Commercials produced under the Central Midwest Regional Commercials Code may neither be made, nor played, within metropolitan Chicago.

2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that all terms and conditions of the 2022 SAG-AFTRA Commercials Contract and the 2022 SAG-AFTRA Audio Commercials Contract (collectively, the “Commercials Contracts”) shall apply, except as expressly modified herein.

Notwithstanding any contrary provisions in the Commercials Contracts, the terms and conditions of the Commercials Contracts shall apply to commercials produced outside of the Jurisdiction of the 2022 Central Midwest Regional Commercials Code, herein referred to as “Central Midwest Code”.

In no event shall a Producer be permitted to make use of a commercial outside of the Jurisdiction of the Central Midwest Code. If the Producer breaches this agreement and does make use of a commercial outside of the Central Midwest Code’s Jurisdiction, the Producer as a remedy shall immediately upgrade and pay all performers on the commercial retroactively in accordance with no less than the full rates, terms, and conditions of the Commercials Contracts, without regard to those terms expressly modified herein. Nevertheless, under no circumstance shall such a breach and upgrade authorize the Producer to produce any other commercials outside of the Jurisdiction of the Central Midwest Code.

3. EFFECTIVE DATE

The Central Midwest Code shall be effective for a period commencing with the date of execution by Producer of a letter of adherence and countersigned by SAG-AFTRA and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its Effective Date. The rate, terms, and conditions of the Central Midwest Code shall not be retroactive to any date prior to the date the letter of adherence is signed and countersigned by the parties.

4. TERM OF AGREEMENT

The expiration date of the Central Midwest Code will coincide with the dates of expiration of the 2022 SAG-AFTRA Commercials Contract and the 2022 SAG-AFTRA Audio Commercials Contract at midnight, March 31, 2025, but shall continue in effect thereafter until terminated by either party upon 60 days' written notice to the other party.

5. PAYMENT & USE

Payments under the Central Midwest Code shall include session/use fee for the applicable use cycle, plus Pension & Health contributions. Please refer to the attached rate sheet. Rates are rounded to the nearest dollar.

For Principal Performers, Producer may acquire the right to use the commercial for periods of 4 weeks, 13 weeks or 1 year up to the maximum period of use outlined in Section 8. Minimum session fees for Hand Models, General Extras and Stand-Ins shall cover any and all use of the commercial under the Central Midwest Code.

Session:

The session fee, inclusive of a 13-week use cycle, shall be computed at 80% of the minimum session specified in the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence to the Central Midwest Code on a One Production Only (OPO) basis and 70% of the Commercials Contracts for commercials produced by a Producer who executed a letter of adherence for the full term of the Central Midwest Code.

The 4-week session/use fee shall be computed at 75% of the 13-week fee noted above.
The 1-year session/use fee shall be computed at twice (x2) the 13-week fee noted above.

Use:

Payment of the minimum session fee includes all broadcast and local cable use within the Jurisdiction of the Central Midwest Code.

Supplemental Usage:

a. Internet, traditional digital/new media/social media and streaming platforms:

Producer shall have the right to use a broadcast commercial on the Internet, traditional digital/new media/social media and streaming platforms for no less than 50% of the 1-year Central Midwest Code cycle rates. Producer shall have the right to utilize an audio commercial on the Internet, traditional digital/social media and streaming platforms for no less than 50% of the 1 year Central Midwest Code cycle rate for Audio Commercials.

Internet, traditional digital/social media and streaming platform uses are restricted as per Section 6 below.

b. Theatrical/Industrial Exhibition:

Should an advertiser desire to use a commercial produced under the Central Midwest Code for theatrical/industrial exhibition, the individual principal performer's contract must reflect performer's consent under Special Provisions. Additional compensation of not less than 30% of the 13-week session fee must be paid. Such payment shall grant Producer theatrical/industrial exhibition for up to one year from the date of employment.

Editing:

All editing provisions as specified in Appendix B of the 2022 SAG-AFTRA Commercials Contract and Section 24 of the 2022 SAG-AFTRA Audio Commercials Contract shall apply, including shorter/longer versions, permitted changes, paid edits, addressable edits, unpermitted edits and mechanical edits.

Exclusivity:

Exclusivity rights shall extend to commercials produced under the 2022 Central Midwest Commercials Code only with payment of an additional 50% of the 13-week or 1-year use payment amount. Exclusivity shall apply only to the state within which the commercial is broadcast.

6. INTERNET, TRADITIONAL DIGITAL/SOCIAL MEDIA AND STREAMING PLATFORMS

The advertiser involved in the commercial must not have more than limited web sales or catalog sales outside of the Jurisdiction of the Central Midwest Code.

7. EXPANDED TERRITORY OF USE

With notification to the Local and performer consent, Producer may expand the geographical use of the commercial by including one adjoining state beyond what is described in Section 1; Jurisdiction. In no case shall this expanded territory include California and the metropolitan areas of New York City and Chicago. For each additional state, Producer shall pay an additional 50% of the session fee for the same term.

8. MAXIMUM PERIOD OF USE/RENEGOTIATION

If one year has expired since the date of employment, Producer must negotiate with the Performer if they wish to extend use.

9. OVERTIME/TRAVEL TIME

Any overtime or travel time payments will be based on the term of the initial session, however, in no case will the payment be based on more than the 13-week rate. Overtime is paid at time and a half for the 9th and 10th hour and double-time thereafter. At the time of audition, Performer shall be notified of time of filming (day or night).

Travel time shall be subject to the terms and conditions of the Commercials Contract calculated at the Central Midwest Regional Code 13-week session. To encourage regional hiring, performers residing within the jurisdiction of the Code may be paid under the following exceptions:

On days when no other services are rendered:

1. If the Principal Performer leaves before 3 p.m., pay ½ session fee.
2. If the Principal Performer leaves after 3 p.m., pay ¼ session fee.

10. MULTIPLE DAYS/SESSIONS WORKED

If a Performer is engaged for multiple days/sessions on the same commercial at the 4-week, week or 1 year fee, the 13-week rate shall apply per subsequent day(s)/session(s).

11. WEEKENDS/HOLIDAYS

No premium payment will be due for work on Saturdays and Sundays. Double time will be due for work on contractually mandated holidays.

12. COVERAGE OF EXTRAS

Producer need only cover up to ten extra performers, in applicable zones, under the terms of the Central Midwest Code.

13. PENSION AND HEALTH/HEALTH AND RETIREMENT CONTRIBUTIONS

With respect to commercials produced under the Central Midwest Code, Producer shall make all appropriate pension and health/health and retirement contributions in accordance with Section 47 of the 2022 SAG-AFTRA Commercials Contract and Section 65 of the 2022 SAG-AFTRA Audio Commercials Contract. However, instead of making contributions to the Screen Actors Guild-Producers Pension Plan and the Screen Actors Guild-Producers Health Plan under Section 47 of the 2022 SAG-AFTRA Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the SAG-Producers Pension Plan. Similarly, instead of making contributions to the AFTRA Health and Retirement Funds under Section 65 of the 2022 SAG-AFTRA Audio Commercials Contract, required contributions will be made to the SAG-AFTRA Health Plan and the AFTRA Retirement Fund.

14. NOTIFICATION

All performers will be notified at the time of audition and engagement that they are being employed under the terms and conditions of the Central Midwest Code.



2022 Central Midwest Regional Commercials Code Rate Sheet

The Central Midwest session fee, inclusive of a 13-week use cycle. One Production Only (OPO) computed at: 80% of the National Commercials minimum session. Full Term Signatory computed at: 70% off the National Commercials minimum session.

NOTE: Additional usage may be purchased according to the corresponding rate for the use period. If one (1) year has expired since the initial use, Producer must negotiate with the Performer if they wish to extend.

Rates for use other than 13-weeks are based on the following:

- **4-week use:** Contractual rates based on 75% of the applicable 13-week session fees outlined below.
- **1-year use:** Contractual rates based on two times (2x) the applicable 13-week session fees outlined below.

P&H/H&R contribution rate is 20.5% (19.25% for JPC Authorizers)

SESSION & USE

One Production Only

Term Signatory

PRINCIPALS

On-Camera Principal
Off-Camera Principal

<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>
\$470	\$626	\$1,252
\$353	\$471	\$942

<u>4 wk.</u>	<u>13 wk.</u>	<u>1 yr.</u>
\$411	\$548	\$1,096
\$309	\$412	\$824

On-Camera Group 3-5
Group 6-8
Group 9+

\$344	\$459	\$918
\$305	\$406	\$812
\$252	\$336	\$672

\$301	\$401	\$802
\$266	\$355	\$710
\$221	\$294	\$588

Off-Camera Group 3-5
Group 6-8
Group 9+

\$200	\$266	\$532
\$173	\$231	\$462
\$141	\$188	\$376

\$174	\$232	\$464
\$152	\$202	\$404
\$124	\$165	\$330

On-Camera Tags (2nd – 25th)

\$139	\$185	\$370
\$105	\$140	\$280

\$122	\$162	\$324
\$92	\$123	\$246

Off-Camera Tags (2nd – 25th)

EXTRAS (allows unlimited use)

Hand Models

\$347
\$313
\$218

General Extras

\$303
\$274
\$191

Stand-Ins

General Extra rates are based on 50% of the 13-week On-Camera Principal rates in this Code.

Hand Model and Stand-In rates are based on 80%/70% of the 13-week Extras rates in the SAG-AFTRA Commercials Contract.

One Production Only

Term Signatory

AUDIO (radio) COMMERCIALS

Actor/Announcer
Solo/Duo

<u>13 wk.</u>	<u>1 yr.</u>
\$278	\$556
\$278	\$556

<u>13 wk.</u>	<u>1 yr.</u>
\$243	\$486
\$243	\$486

Singer/Speaker

Group 3-5
Group 6-8
Group 9+

\$205	\$410
\$181	\$362
\$161	\$322

\$179	\$358
\$159	\$318
\$141	\$282

Tags

\$115	\$230
-------	-------

\$101	\$202
-------	-------