

STANDARD CONTRACT FOR ADVERTISING PERFORMANCE

<i>Issued and supported by:</i>	NZAAG – New Zealand Actors Agents Guild
CAANZ – Communication Agencies Association of NZ	AAAG – Actors Agents Association of New Zealand
ANZA – Association of NZ Advertisers	NZAE – New Zealand Actors' Equity
NSP – Non Solo Producers – Independent Producers	

Persons using this contract should note that it is endorsed by the above organisations when used in its unchanged format.

COMMENCEMENT: This agreement commences on the day the party last to sign it, does so.

PARTIES

The "Performer"

Performer Name:	
Agent acting for the Performer:	
Agent's Postal Address:	
Phone:	
Fax:	
Contact name/Email:	

The "Company"

Client:	
Agency engaged by the Client:	
Postal Address:	
Phone/Fax	
Contact name/Email:	
Production Co Name:	
Production Co Address:	
Phone/Fax:	
Contact name/Email:	

1 TERMS AND CONDITIONS

1. THE PERFORMANCE

Product or Brand:	
Name of commercial(s):	
Length of commercial(s):	
Key number(s)/Title(s):	
The Role to be performed by the Performer is:	
The performance is to take place at:	
Date(s):	
FEE:	
Total performance fee includes:	
1.1 Studio/Attendance	
1.2 Broadcast Fee	
1.3 1 x Wardrobe fitting, 1 x Make-up test	
1.4 Completion of the Performance	
1.5 Agent's booking fee	
1.6 Special requirements as per Pre Casting Brief:	
	\$ 0.00 Performance fee
	\$ 0.00 + Agents booking fee (20%)*
*Recommended only	<u>\$ 0.00 Total Performance Fee</u>

PERFORMER'S NAME

MEDIUM	TV – including as follows: The total performance fee is for all Free to Air, Pay TV and non-broadcast and promotional uses of the performance and the commercial by the agency, film company and client; including the client's own website as click to view TVC, PR and Editorial, and also covers audio and visual re-edits and caption change-outs to the commercial which do not affect the original performance.
Territory (If territories other than NZ are relevant complete and attach Additional Territories – Part 3 of General Terms).	e.g NZ National only

2. USE OF PERFORMANCE:

Special Conditions of Use:	
The period of the use is:	(months/years) (from the date of the first broadcast)
Date of first broadcast:	(to be no later than one month after performance is recorded unless specifically negotiated otherwise)
ROLLOVER TERMS ANNUALLY	(confirmation required 31 days prior to rollover, subject to option below)
The use of the advertising material can continue for a second consecutive period of:	12 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	XXX% of the Total performance fee
The use of the advertising material can continue for a third consecutive period of:	12 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	a)XXX% of the Total performance fee b) TO BE NEGOTIATED
OR	
ROLLOVER TERMS QUARTERLY:	(confirmation required 31 days prior to rollover, subject to option below)
The use of the advertising material can continue for quarterly consecutive period/s of:	(FIRST QUARTER) 3 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	30% of the Total agreed rollover fee
The use of the advertising material can continue for quarterly consecutive period/s of:	(SECOND QUARTER) 3 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	30% of the Total agreed rollover fee
The use of the advertising material can continue for quarterly consecutive period/s of:	(THIRD QUARTER) 3 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	30% of the Total agreed rollover fee
The use of the advertising material can continue for quarterly consecutive period/s of:	(FOURTH QUARTER) 3 months (Rollover will not apply if talent is not featured)
On payment of a rollover fee being:	30% of the Total agreed rollover fee

OPTION: The Agent may give the Agency 48 hours notice to accept or confirm negotiated rollover options within the 31 days prior to rollover falling due, or forfeit the undertaking given in paragraph 6 regarding competitive products or brands.

PERFORMER'S NAME

3. ADDITIONAL FEES: (to be completed if/when required)

MEDIA (other than TV)	Commencement Date/Other details	FEE (+ booking fee and GST)
Cinema & Cinema Foyer:		\$ 20% of Total Performance Fee*
Newspapers:		\$
POS: (<i>Specify</i>)		\$
Magazine: (<i>Specify</i>)		\$
Billboard (print):		\$
Outdoor Video Screen:		\$
Stadium Screen Usage:		\$
Radio:		\$
Internet Advertising: (i.e. Paid Internet Placement)		\$
New Media / Other:		\$
Unscripted post synchronization or audio		\$ 200 + bkg fee*
Weather day fee (IF USED)		\$ 500 + bkg fee for lead*
Cancellation of Job		\$ 50% of Studio/Attendance Fee* or 25% of Total Performance Fee*
Postponement fee		\$ To be negotiated
Overtime (shall/shall not apply after 10 hours is worked)		\$ 100/hour + bkg fee*
Travel day(s)		\$ 300/day + bkg fee*
Cut downs & edits which DO alter original performance: Specify:		\$

*recommended only

4. PAYMENT

4.1 All payments are to be made within 14 days, following presentation of invoice to:

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4.2 **Attendance Fee:** in cases when broadcast will be delayed and a split Attendance fee/Broadcast fee has been negotiated, the Attendance fee is to be paid within 7 days following presentation of invoice.

4.3 **Rollovers:** Additional Media rollovers may be negotiated separately on a per medium basis.

5. OTHER TERMS AND CONDITIONS

5.1 This agreement is subject to the General Terms and Conditions for Advertising Performance dated 1 November, 2004.

6. DECLARATION AND UNDERTAKING:

The Agent made due and proper enquiry of the Performer (or if no Agent is acting, the Performer has determined) whether there is anything in the Performer's background or their personal or professional associations which might have adverse consequences for the Company or the Product when the Performance becomes public and the Agent (or the Performer as the case may be) represents that there is no valid reason why the Performer should not be engaged for this role.

The Performer will not knowingly participate in any TV commercial for any products or brands in direct competition with the advertised products or brands, while the performance and the TV commercial the subject of this agreement remains current.

	NAME	SIGNATURE	DATE
Agency on behalf of the Company:			
The Agent on behalf of the Performer			
OR The Performer (where no Agent is acting)			