



**SCREEN ACTORS GUILD – AMERICAN FEDERATION
OF TELEVISION AND RADIO ARTISTS
ULTRA LOW BUDGET
PROJECT AGREEMENT (“UPA”)
(for non-episodic projects)**

_____ (hereinafter the “Producer”)
(Insert production company name)

represents to Screen Actors Guild-American Federation of Television and Radio Artists (hereinafter “SAG-AFTRA”) that the Producer intends to produce a single motion picture currently entitled “_____” (hereinafter the “Project”). Producer has further advised SAG-AFTRA that the Project has a budget of approximately \$_____ and that the intended initial exhibition of the Project is limited to the areas described in paragraph 3.B. below.

Based upon these representations and in reliance thereon, SAG-AFTRA offers Producer the following special terms and conditions for the employment of professional performers (hereinafter the “UPA”):

1) Prerequisites: Eligibility Under This UPA

A) Timely Application

Producer must execute this UPA no later than one (1) week prior to any work by Performers. Upon clearance of the Project, SAG-AFTRA will make available to the Producer SAG-AFTRA Performer Employment Contracts, a Final Cast List Information Sheet, and Production Time Reports.

B) Representations; Required Disclosures

This UPA 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 the information necessary to determine whether the Project qualifies for this UPA.

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

C) Qualification For This UPA

Qualification under this UPA is at SAG-AFTRA's discretion. Budget or "Total production cost" for purposes of this UPA includes all "above the line" and "below the line" costs, including any deferred compensation. Prior to executing this UPA, Producer is required to submit to the Union a complete, accurate detailed budget, the shooting script, the shooting schedule (day out of days), pre-production cast list, and any other relevant information, which the Union may require to verify Producer's disclosures with regard to the Project. To qualify for these special terms, the Project must be shot entirely in the United States and have a maximum total budget of no more than \$300,000.

D) Excluded Projects; Exceeding Production Limits

This UPA 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, commercials, corporate or education videos, video games, or television or new media series).

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 in connection with the Project.

The provisions of this UPA are applicable to professional performers employed on the Project to the extent such Performers would be covered under the current Basic Agreement or Television Agreement.

3) Compensation; Exhibition Limitations

A) Salaries

i) The minimum rates for professional performers (excluding Stunt Coordinators) employed under this UPA shall be equal to 20% of the day rate from the Basic Agreement current at the time of performance. See Exhibit A (attached hereto) for current rates. In the event of a conflict between Exhibit A and the Basic Agreement, the Basic Agreement shall control.

Such amounts will increase year by year in the same percentage as the Basic Agreement negotiated by the Union and the AMPTP.

ii) Stunt Coordinator rates for Daily, Weekly and "Flat Deal" Stunt Coordinators track the rates in Schedule K-I, K-II or K-III of the Basic Agreement that are current at the time of photography.

- iii) All payments must be made by net check, issued by a payroll house experienced in the entertainment industry, payable to the order of the individual performer entitled thereto and delivered to the performer in accordance with the time for payment provisions of the Basic Agreement. 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 "employer of record."

Additionally, signed payroll sheets or slips and photocopies of checks sent to the performers must be delivered to SAG-AFTRA via email.

Upon request by SAG-AFTRA, performer payments must be delivered to SAG-AFTRA for recordation and distribution to performers in lieu of delivery to performers.

B) Limited Exhibition

The compensation paid by Producer to Performer 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) for thirteen (13) consecutive weeks;
- iii) Before the Academy of Motion Picture Arts and Sciences for possible Academy Award consideration;
 - (a) Producer may exhibit the Project for one (1) 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 ten (10) exhibitions within one (1) 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.

The UPA does not require an initial release or exhibition in one of the markets listed in B.i. through B.v. In the event that the Project is initially released or exhibited in another market, such as Basic Cable, residuals would be due on the initial exhibition or release as detailed in Section 7 of this UPA.

If Producer enters into any agreement to release the Project to any other market or medium (other than the media in B.i. through B.v.), Producer must notify SAG-AFTRA in writing prior to such release of the Project and this market will be deemed Producer's

“Subsequent Use” of the Project or the Project’s “Residualable Release” market. Residuals will be due on the Subsequent Use pursuant to Section 7 of this UPA and as provided in the Residuals sections of the SAG-AFTRA Basic Agreement and the SAG-AFTRA Television Agreement (as appropriate). Producer must provide SAG-AFTRA with copies of any agreements, including sale, license, or distribution agreements pertaining to the release.

C) SAG Pension and SAG-AFTRA Health Plan Contributions

Pension and Health Plans contributions are to be paid in accordance with and at the rate(s) set forth in Section 34 of the Basic Agreement.

D) Overtime

Premium pay, overtime and liquidated damages must be computed and paid to all performers as provided in the Basic Agreement and must be based on the performer's contractual salary. However, all daily overtime for Day Performers through the 12th hour of the performer's day must be paid at "time and a half" the straight time rate, for each tenth of the hour unit or fraction thereof. Daily overtime beginning with the 13th work hour must be paid at no less than double the straight time rate set forth in the Moderate Low Budget Project Agreement, for each tenth of hour unit or fraction thereof. All overtime money breaks and schedule breaks in the current Basic Agreement are applicable to Performers employed under this UPA.

E) Employment Contracts

Each Performer must receive from Producer the Performer Employment Contract for execution no later than the start 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.

A fully executed copy must be given to the Performer not later than the end of their first day of work. A copy must be delivered to the Performer’s representative within four days of the Performer’s first day of work. 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.

F) 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, unless the performer is on an overnight location as defined in Section 5.A,

and subject to each Performer's written consent, which must be given prior to commencement of employment, as defined in the Basic Agreement, in connection with the Project. 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.

No performer may be required to "hold" any day available unless the Performer is paid for such day.

G) Waiver of 6th Day, 7th Day and Holiday Premiums

Producer may engage performers to perform on the 6th day, 7th day or holidays without payment of the premium rates described in the Basic Agreement. Such work must be at the same rates as are applicable on normal workdays.

H) 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.

4) Travel; Overnight Locations

A) The applicable travel provisions of the Basic Agreement are modified as follows: A Performer will be deemed to be on an "overnight location" when it is necessary for the Performer to remain away from his/her residence overnight for one or more nights, regardless of the location of the Producer's base.

B) Whenever the Performer is required to travel away from his/her principal place of residence for whatever purpose, compensation for time spent in travel must be paid by Producer in addition to transportation expenses and per diem. Producer must furnish lodging and per diem to the performer until the performer is returned to the original place of departure.

C) Except as modified herein, 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 travel a Performer in coach class on a commercial airline. Notwithstanding, if any member of the production staff is flown any class other than coach, all Performers must be flown in the same higher class.

5) 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 Distributor's Assumption Agreement or Buyer's Assumption Agreement.

6) Residuals

When and if the Project is exhibited or distributed into a market outside the media listed in Section 3.B, the Producer will be responsible for full payment of residuals for this Subsequent Use ("Residualable Release"). Residuals shall be due as if the Subsequent Use were the initial exhibition market, but residuals will be payable or accrue upon first exhibition (the "Residualable Release") pursuant to the terms of the appropriate residuals provisions contained in the SAG-AFTRA Basic Agreement and the SAG-AFTRA Television Agreement (as appropriate). As a consequence, Residuals and Pension and Health Contributions must also be paid according to the SAG-AFTRA Agreement that covers the same category and exhibition of pictures as the Subsequent Use. For residuals formulas based runs, days or unit sales, the run pattern shall be adjusted up and residuals paid in conjunction with the initial Subsequent Use exhibition. In addition, for 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, all residuals formulas applicable to the series shall also be applicable, to the Residualable Release, to the Project.

7) 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 the Performer 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 for any violation of this section. The day performer minimum to be used for purposes of negotiation and/or calculating damages is the day performer rate for the project from which the clip or excerpt is taken or the minimum rate for the project in which the clip or excerpt is used, whichever is greater.

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.

8) Ineligibility Under This UPA

If SAG-AFTRA at any time determines that the Project does not qualify for the special terms and conditions of this UPA, 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 B, Section 2.

9) Arbitration; Notice

All disputes and controversies between Producer and SAG-AFTRA or between Producer and any performer arising out of or in connection with this UPA or any contract or engagement (whether over-scale or not, and whether at the minimum terms and conditions of this UPA or better) for the Project, must be submitted for resolution in accordance with the applicable grievance and arbitration procedures set forth in Exhibit "B."

All notices to Producer will be sent to the address provided in the Signatory Application (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.

10) Agreements Incorporated

By executing this UPA, 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 UPA and the Basic Agreement, the conflicting terms will be construed to give effect to the intent of this UPA to the greatest extent possible.

11) Definitions

“Basic Agreement” means the Producer – SAG-AFTRA Agreement for Independent Producers of Non-Episodic Projects in effect the date this UPA 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, singers, 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 UPA.

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

“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.

12) 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 Performers’ personally identifiable information in accordance with applicable law.

In the event of any data breach or other loss, theft, or mishandling of Performers’ 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) Agreement Non-Precedential

This UPA covers only the Project listed above and is non-citable and non-precedential with respect to any other picture. If SAG-AFTRA determines at any time that the continuance of this policy is not in the best interests of Performers, the policy may be changed or terminated with respect to any future production of Ultra Low Budget Project pictures.

D) UPA Incorporated in Individual Employment Agreements

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

E) Successors and Assigns

This UPA is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

F) Final Cost Report

Upon completion of principal photography, Producer must submit to SAG-AFTRA a detailed report of actual expenditures and other relevant materials as SAG-AFTRA may require, showing actual cost of the production. In the event that the actual production costs for the Project have exceeded the thresholds set forth in Section 1.C. herein, full payment of any additional sums necessary to bring each Performer's rate of pay in compliance with the minimum rates specified in the applicable SAG-AFTRA Agreement automatically become due and payable. Pension and Health contributions must also be paid on these additional amounts. The determination of the applicable SAG-AFTRA Agreement is at SAG-AFTRA's sole discretion.

**PRODUCER
AGREED AND ACCEPTED:**

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE

**SAG-AFTRA
AGREED AND ACCEPTED:**

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE

EXHIBIT A

RATES

ULTRA LOW BUDGET PROJECT AGREEMENT

Performers	2/1/2020	7/1/2020
Day Performer	\$201	TBD
Daily Stunt Coordinator (employed at less than "Flat Deal" minimum)	\$1,005	TBD
Weekly Stunt Coordinator (employed at less than "Flat Deal" minimum)	\$3,746	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Day	\$1,562	TBD
Stunt Coordinators (Employed On A "Flat Deal" Basis) Per Week	\$6,162	TBD

P&H CONTRIBUTION RATES

The P&H rate for Performers effective as of 7/1/2019 is 19%

In the event of a conflict between the rates set forth in this Exhibit A and Section 3 of the UPA, Section 3 shall govern.

EXHIBIT B

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 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 UPA. 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 UPA. Nothing herein gives the arbitrator the authority, power, or right to alter, amend, change, modify, add to, or subtract from any provision of this UPA.

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 UPA

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

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 UPA.

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 UPA will not affect the application of the arbitration provisions of this UPA to arbitrable disputes arising on projects producers during the term of this UPA. The time limits provided in this Exhibit A may not be extended or waived except by written agreement of the parties.

SAMPLE