

# Form of Engagement for Featured Artists in Television Commercials

APPROVED BY ADVERTISING FILM AND VIDEOTAPE PRODUCERS ASSOCIATION, BRITISH ACTORS' EQUITY ASSOCIATION, INSTITUTE OF PRACTITIONERS IN ADVERTISING AND INCORPORATED SOCIETY OF BRITISH ADVERTISERS

This agreement shall incorporate the terms and conditions contained in the 'Agreement for the Employment of Featured Artists in Television Commercials' dated 25th October 1991 (hereinafter called the 1991 Agreement) and such amendments and schedules thereto as have subsequently been agreed, and which shall be binding upon the parties hereto.

**\*AN AGREEMENT** made the ..... day of ..... 20..  
 between ..... of .....  
 name and address of company (hereinafter called 'the Producer')  
 of the first part .....  
 ..... of .....  
 name and address of company (hereinafter called 'the Advertiser')  
 of the second part .....  
 and ..... of .....  
 (hereinafter called 'the Featured Artist') of the third part (address) .....

\* one of these alternatives must be deleted

**\*AN AGREEMENT** made the ..... day of ..... 20..  
 between ..... of .....  
 name and address of company  
 (who shall assume the responsibilities of both 'the Advertiser' and 'the Producer' as hereinafter contained) of the one part  
 and ..... of .....  
 name and address (hereinafter called 'the Featured Artist') of the other part .....

**Whereby It is agreed as follows:**

**1 ENGAGEMENT**

The Producer and the Advertiser hereby engage the Featured Artist and the Featured Artist hereby accepts the engagement to render services to the Producer and to the Advertiser in the following television commercials:

NO. OF COMMERCIALS, TYPE AND TITLE OR SERIAL NUMBER	PRODUCT OR SERVICE
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> .....	.....
<input type="checkbox"/> Please tick if commercial is non-broadcast type (ie for copy testing or client demonstration)	

**2 DATES OF ENGAGEMENT**

(a) The Featured Artist shall render service on the following dates and at the following places:

DATE	STUDIO OR LOCATION
.....day of ..... 20 .....	.....
.....day of ..... 20 .....	.....
.....day of ..... 20 .....	.....
.....day of ..... 20 .....	.....

\*(b) The Featured Artist shall render services on ..... days between the ..... day of ..... 20 ..... and the ..... day of ..... 20 .....

\*Delete if not applicable

during which period the Featured Artist shall be on stand-by to the Producer and shall be paid in accordance with Clause 8 (a)(ii) of the 1991 Agreement

**3 PRESENTATION**

- (a) The Featured Artist's name will/will not\* be used in connection with the products or services referred to above.
- (b) Subject always to Clause 23(e) of the 1991 Agreement the Producer shall/shall not\* have the right to dub the Featured Artist's voice.
- (c) The Producer/Advertiser shall not have the right to use in paid-for advertising space, packaging or point-of-sale material any still photographs of the Featured Artist unless specially stipulated hereunder.

\*Delete as applicable

**4 STUDIO OR SESSION FEES**

- (a) The Producer/Advertiser shall pay to the Featured Artist such sums as may be payable under Clauses 7,8,9,10,19,20,21 and 22 of the 1991 Agreement.
- (b) The following shall be the Basic Studio or Session Fee payable: £ .....
- (c) The Producer/Advertiser shall make payments under (b) above and Clauses 5 and 6 below in accordance with Clause 12 of the 1991 Agreement.

**5 USE FEES**

The Advertiser shall pay to the Featured Artist use fees, which shall be not be less than the percentage of the Featured Artist's Basic Studio or Session Fee provided for in Clause 11 of the 1991 Agreement, calculated according to the following scale which provides for four separate and declining rates as the commercial gains a larger cumulative audience:

Stage	Network TVR Band	Rate per Network TVR (per cent of BSF)
1	Between 0 and (including) 200 Network TVRs	7.41%
2	Between 200 and (including) 400 Network TVRs	3.68%
3	Between 400 and (including) 800 Network TVRs	2.42%
4	Over 800 Network TVRs	1.64%

**6 TRANSMISSION FEE**

After the first transmission of the commercial on any channel, the Advertiser shall pay to the Featured Artist, in addition to use fees under Clause 5 above, a single transmission fee equivalent to 100% of the Featured Artist's basic studio/session fee, except that for commercials made for, and transmitted only in a single ITV area accounting for less than 10% of UK individuals (aged four and over) the transmission fee shall be treated as a non-refundable advance against which use fees subsequently earned shall be credited. Payment of this fee shall grant to the Advertiser the right to unrestricted access to and showing of the commercial on any or all television channels irrespective of signal delivery system (ie. terrestrial, satellite, cable or any other means). The transmission fee shall not qualify for use fees.

**7 ASSIGNMENT**

The Advertiser undertakes that if they shall assign or sell any commercial made hereunder it shall be a condition of the sale or assignment that the assignee or purchaser and any person acquiring the commercial(s) or any rights therein directly or indirectly from the assignees or purchaser shall comply with the provisions of the 1991 Agreement. The Advertiser\*, having completed such assignment in the manner provided, shall have no further liability. The Advertiser\* further undertakes to notify the Featured Artist or the Featured Artist's agent, or failing that to notify Equity of the name and address of the assignee or purchaser or my person acquiring the commercial(s) or any rights therein. \*Note: The term "Advertiser" as used here will normally apply to the advertising agency making the commercial as the original holder of the copyright and other rights to be assigned.

**8 FEATURED ARTIST'S WARRANTIES**

The Featured Artist warrants that (a) The Featured Artist is and will remain a British Subject ordinarily resident in the United Kingdom until fulfilment of his/her obligations to the Producer under this agreement: or (if not a British Subject) that the Featured Artist is and will remain ordinarily domiciled in the United Kingdom until fulfilment of his/her obligations to the Producer under this agreement. (b) The Featured Artist is, to the best of the Featured Artist's knowledge and belief, in such a state of health that the Producer will be able to effect insurance under normal conditions upon the Featured Artist against loss, howsoever caused, arising from the Featured Artist's inability to perform the services required hereunder. (c) The Featured Artist will not incur any liabilities on behalf of the Producer nor pledge the Producer's credit. (d) The Featured Artist shall comply with all the rules of the studios or location (especially the 'no smoking' rule) and that the Featured Artist shall provide at the Featured Artist's own expense sun glasses or other protection for the Featured Artist's eyes as the Featured Artist feels necessary while working in the studio or on location.

**9 FEATURED ARTISTS DECLARATION**

I hereby declare that any information requested from me or provided by me as required by Clause 4(d) of the 1991 Agreement in respect of my engagements in the previous 3 years for television commercials has been complete and accurate in all respects.

**10 CONSENTS**

Subject to the restrictions on use of any commercial(s) contained herein and in the 1991 Agreement the Featured Artist hereby grants all consents under the Copyright, Designs and Patents Act 1988, or any statutory modification re-enactment or replacement thereof, which the Producer and/or the Advertiser may require for the exploitation of any such commercial in which the Featured Artist appears.

**11 \*FEATURED ARTIST'S AGENTS**

Until the Featured Artist shall otherwise direct in writing, the Featured Artist hereby authorises and empowers his/her Agents

(name) ..... (address) ..... to collect, and receive all sums of money payable to the Featured Artist under the terms of the 1991 Agreement and declares that the receipt the said Agents shall be a good and valid discharge of all persons paying such monies to them. The Featured Artist also authorises and empowers the Producer and the Advertiser to treat with the said Agents on the Featured Artist's behalf on all matters arising out of this engagement.

*\*Delete if not applicable*

**12 \* PAYMENT OF FEES TO EQUITY (applies only to Out-of-Vision singers under separate schedule in the 1991 Agreement).**

The Featured Artist hereby authorises and empowers British Actors' Equity Association to collect and receive the sums payable under the terms of the 1991 Agreement if and when the same shall become payable to the Featured Artist and declares that the receipt of the said Association shall be a good and valid discharge of all persons paying such monies to it.

*\*Delete if not applicable*

**13 OVERSEAS USE** The Featured Artist hereby consents to the overseas use of the commercial(s) contained herein in accordance with the provisions of Clause 17 and Schedule 5 of the 1991 Agreement subject only to (i) the exclusion of such country(ies)/region(s) as may be specified below:

.....  
 .....  
 .....

and (ii) a payment of a fee to be agreed for such overseas use which shall be not be less than the percentage of the Featured Artist's Basic Studio or Session Fee provided for in Schedule 5 of the 1991 Agreement.

**14 \* BARRING AGREEMENT**

A barring agreement shall operate under Clause 18 of the 1991 Agreement in respect of a limited/general\* bar for which the Barring Fee shall amount to £ ..... for the duration of the bar, which shall commence on ..... and shall end on ..... in respect of the following products or services:

*\*Delete as applicable*

.....  
 .....  
 .....

**15 SPECIAL STIPULATIONS**

As witness the hands of } ..... PRODUCER Equity No: .....  
 the parties on the day } ..... ADVERTISER National Insurance No: .....  
 and the year, first above written } ..... FEATURED ARTIST VAT No if registered: .....

NOTE Where the Featured Artist is registered for VAT, it shall be his or her responsibility to send a separate tax invoice to the advertising agency or production company for each payment to be made to him/her,