



RUNNING FOOTAGE/WILD FOOTAGE – MOTOR VEHICLE COMMERCIALS

SPECIAL PROVISIONS FOR DRIVERS

The following information applies to employment under the SAG-AFTRA 2013 Commercials Contract. (For the convenience of the reader, Section references refer to the provisions of the 2003 SAG Commercials Contract.)

Special provisions for payment for drivers who are employed for “running footage” or “wild footage” in motor vehicle commercials—i.e., footage which is not being shot for use in any specific commercial(s) designated at the time of session—have been in existence since 1992.

Following is a re-cap of those provisions which have been updated to reflect the current on-camera principal rate and the current number of extra zones.

A. Effective date: April 1, 2013

B. Principal performer contract to be used. For category of employment, insert “Driver”

C. 2013 Rate: Same as the session fee rate for on-camera principals, \$627.75 per 8-hour day, plus applicable overtime and Pension and Health. Pension + Health at the rate of 16.8% is payable on the total amount

D. These special terms and provisions are in lieu of the provisions under Schedule D.8.D. “Payment for Wild Footage”

E. Applies only to drivers who are hired for 2 or more days

F. Applies to drivers who:

- 1) are hired in Los Angeles, New York or any of the 26 Extra zones, regardless of where they work
- 2) work in Los Angeles, New York, or any of the 26 Extra zones
- 3) do not meet the criteria to qualify as a principal performer including qualifying as a principal performer under Schedule A.1.EE – Stunt Driving Guidelines
- 4) are hired in the State of Michigan

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(Note: this does not make the State of Michigan an additional Extra zone; the inclusion of this state applies only to wages and working conditions for drivers hired for wild footage and specifically does not include Union Security or Preference of Employment)

G. All drivers will be entitled to “turnaround” time between shoot days, as provided in Section E. (Rest Period,) of Schedule A (Working Conditions-Principal Performers). However, the required rest period will be 10 hours (not 12); otherwise the driver must be paid liquidated damages of \$500, as provided in Section E, paragraph 3

H. The provisions of Section 8.D of Schedule D (covering Extra Performers) apply to drivers hired for one day to shoot “wild footage” with the proviso that Paragraph F.4 above shall also apply

I. Paragraph F.4 above does not apply under any circumstance other than with respect to the hiring of drivers for “wild footage” for motor vehicle commercials

J. Any footage shot under this agreement may be integrated into an unspecified number of commercials for the same advertiser, and used for 21 months, without payment of any integration fees. Use beyond the first 21 months in the same or different commercials would require payment of an additional session fee at the then current rate for each subsequent 21 month period

Note: A driver must be notified in advance that he/she is being engaged under these terms. It is also recommended that a provision be inserted in the Special Provisions section of the driver’s contract. The following language is an example:

Performer is being engaged as a professional driver at the rate equal to the current session fee applicable to on-camera principal performers, under the 1992 Special Terms Agreement “Running Footage/Wild Footage for Motor Vehicle Commercials” agreed upon for production and use of “Running/Wild Footage”