

STANDARD CONTRACT FOR ADVERTISING PERFORMANCES IN VISUAL (ON CAMERA) COMMERCIALS (not applicable to extras)

JOB NUMBER

PART 1

Note: This contract is valid only if signed for and on behalf of the ARTIST, the PRODUCER and the CLIENT. Terms and conditions set out in Part 2 on the reverse page shall apply and form part of this contract. Complete all applicable items and delete where indicated.

1. THE ARTIST (AGENT) ADDRESS POSTCODE PHONE

2. THE PRODUCER (Production House or Advertising Company)

3. THE CLIENT (Advertiser)

4. THE PRODUCT OR SERVICE

5. LOCATION OF WORK

6. THE PERIOD OF ENGAGEMENT Table with columns: Number of working hours/days, Commencing, Concluding

7. ROLE TO BE PLAYED BY THE ARTIST

8. DETAILS OF WORK Table with columns: Media\*, Type of work, Number x Length of Commercials

9. NEGOTIATED PERFORMANCE FEE \$

10. WORK OUTSIDE THE PERIOD OF ENGAGEMENT (Cross out where inapplicable) Table with options for Overtime, Wardrobe call, Re-Take Fee, Post-synchronisation

11. LIMITATION OF USE (a) Period of usage shall operate from the first day of transmission... (b) MEDIA: As in item 8 above. (c) \*Area (Australia only)...

12. USE OF THE ARTIST'S NAME: The Producer SHALL/ SHALL NOT have the right to use the Artist's name in connection with the Product or Service.

13. SPECIAL CONDITIONS (not to be inconsistent with the other terms in this contract)

DATED THIS DAY OF 20

Signed by or on behalf of the ARTIST

DATED THIS DAY OF 20

Signed by or on behalf of the PRODUCER and the CLIENT

**CONTRACT FOR VISUAL ADVERTISING PERFORMANCES: PART 2**

**WHEREAS:** The PRODUCER has been engaged by or on behalf of the CLIENT to produce the Advertising Material and the PRODUCER hereby engages the ARTIST in the production of the Advertising Material.

THE ARTIST, THE PRODUCER AND THE CLIENT AGREE AS FOLLOWS:

In this contract the expressions used in Part 2 shall have the same meaning as given to them in Part 1. The expression "ADVERTISING MATERIAL" shall mean the finished advertising material featuring the work of the Artist detailed in Part 1 Item 8 "DAY" shall mean "a period of 24 hours" for the purposes of Clauses 6, 7 and 8.

**A. DEFINITIONS:**

In this contract the expressions used in part 2 shall have the same meaning as given to them in Part 1. The expression "advertising material" shall mean the finished advertising material featuring the work of the Artist detailed in Part 1 Item 8

**B. CONDITIONS OF ENGAGEMENT:**

1. **THE ENGAGEMENT:** The Producer engages the Artist and the Artist agrees to perform the work, as set out in Part 1.
2. **PAYMENT:** Payment for the work shall be made within 10 working days.
3. **WORK OUTSIDE THE PERIOD OF ENGAGEMENT:**
  - (a) Where the Artist is employed by the Producer, additional payment for Overtime, Wardrobe Call, Re-Takes and or post synchronisation will not be less than the current Award Rate. Such payment may be included in the Negotiated Performance Fee (see Part 1 Item 10) provided that this does not have the effect of reducing the total payment below the current Award Rates.
  - (b) Unless otherwise stipulated in Item 13, the Artist shall be obliged to work as required overtime, post-synchronisation, postponements and re-takes which shall be at a mutually agreed time and shall not be unreasonably delayed by either the Producer or the Artist.
  - (c) If either party, after reasonable effort, is unable to fulfil its obligations under the preceding sub-clause the engagement shall be concluded at the time indicated in Item 6 of Part 1. In this event and where the advertising material cannot be used, the Artist shall be paid the cancellation fee in lieu of all other payments made or due under this contract.
4. **ALLIANCE MEMBERS:** This Artist warrants that he/she is a financial member of the Media Entertainment and Arts Alliance ("Alliance").
5. **APPLICABLE AWARD:** Where the Artist is employed by the Producer the terms of the Broadcasting and Recorded Entertainment Award 2010 as amended shall apply and form part of this Contract as if it were set out herein.
6. **CANCELLATION:** If the engagement is cancelled through no fault of the Artist the Artist shall be paid a cancellation fee of 50% of the negotiated performance fee.
7. (a) **POSTPONEMENT – NON WEATHER:** If the engagement is postponed for any reason apart from unsuitable weather the Artist shall be paid a postponement fee of 50% of the negotiated performance fee, provided that no postponement fee is payable if 3 days notice is given.  
 (b) **POSTPONEMENT – WEATHER:** If the engagement is postponed as a result of unsuitable weather, the Artist shall be paid the following proportion of the negotiated fee: First Postponement: No payment; Second, Fourth, Sixth, etc 25% of the Negotiated Performance Fee; Third, Fifth, Seventh, etc, 50% of the Negotiated Performance Fee.

**C. CONDITIONS OF USE:**

1. THE TRANSMISSION, EXHIBITION, DISPLAY OR ANY OTHER USE OF THE ADVERTISING MATERIAL PRODUCED UNDER THIS CONTRACT SHALL BE LIMITED AS FOLLOWS:

- (a) **TYPE, NUMBER, MEDIA AND LENGTH:** As stipulated in Item 8 of Part 1.
  - (b) **TIME AND AREA:** As stipulated in Item 11 of Part 1 Area is restricted to Australia unless otherwise specified in Item 13.
- © **ROLL OVER:**
- (1) The initial period of usage will be no longer than 12 months
  - (2) Where the initial Period of Use is 12 months or less, subject to the Performer's written consent the Advertising Material may be used beyond the original contracted period for up to 2 consecutive periods of the same duration and scope of usage. The Performer shall be paid an additional fee equivalent to the original Negotiated Performance Fee, such payment to be made prior to commencement of extended use. Fees for further use of the Materials following the 2 consecutive rollovers, or where the scope of usage (media, term, territory, or number/length of edits) is changed from the original contract, shall be negotiated in good faith.
  - (3) The Artist may withhold his consent to continued use but only on grounds of the legitimate professional concern of the Artist.
  - (4) These roll-over provisions shall operate on the expiry of each period of extended use.
  - (5) In the event that the roll-over option has been exercised and the advertising material is not used in any 12 months period after the initial usage period then the advertising material shall not be used without the further consent of the Artist.
  - (6) The roll-over option shall be initiated no sooner than two months prior to the expiry of the time limitation and will expire if not initiated prior to the expiration of the time limitation.
  - (7) MEAA recommends Superannuation is to be paid on Rollovers (not just the initial fee).
2. **DUBBING:** The Producer shall have the right to "dub" the Performer's voice in another language where the Materials are to be used in non-English speaking markets, provided that dubbing of the Performer's voice will not adversely affect the Performer's fee for use of the Materials in those markets, and that the "dubbed" words are a direct translation of the words spoken by the Performer and not likely to subject the Performer to public ridicule or demean the Performer so as to lower their professional standing. If the Producer wishes to "dub" the Performer's voice for any reason other than use in a non-English speaking market, they may only do so with written consent from the Performer, and the Performer shall have the right to approve the dubbed version.
- D. PROPERTY IN THE ADVERTISING MATERIAL**  
 Notwithstanding any other term or condition of the Contract, all property and copyright in the Advertising Material and all parts thereof shall belong exclusively to the Client or the Client's assignee or nominee.
- E. PARTIES BOUND:** The parties agree that any limitations on use of advertising material contained in this Contract are entered into by the Producer as agent of the Client and shall not be otherwise binding on the Producer or any other person or company.
- F. Use In Production Only:** The use of the Recordings and the Performers image, name, voice and likeness is strictly permitted only with respect to the Project as agreed in the Contract, and neither the Company nor any other member of the Group shall use the Recordings or the Performer's image, name, voice and likeness (including by means of any generative AI application or other digital replica) in this or any other projects or material without the prior, written consent of the Performer.
- G. ONLINE / SOCIAL MEDIA USAGE** The Advertiser will make all reasonable efforts, including by advising other parties to make all reasonable efforts on their behalf, to remove from circulation the Advertising Material featuring the Performer's image at the expiry of the use period. If unauthorised usage on the internet is brought to their attention, the Advertiser will promptly use their best endeavours to ensure usage is strictly in accordance with the Contract terms. Where social media platforms are included in the Primary Media, the Performer agrees that Advertising Material featuring the Performer may remain on the Client's social media platforms beyond the Period of Usage without any rollover or additional fee, provided the Advertising Material is no longer actively promoted by the Client. For the avoidance of doubt, this means that the Advertising Material will continue to appear in archival pages on the Client's social media platform but the Client will not take any active steps, such as sharing or reposting the Advertising Material, that will result in the Advertising Material appearing to be posted by the Client in any current timeline, newsfeed or similar function of a social media channel, beyond the Period of Usage, however it will be removed at agents request if it hinders potential work for the artist beyond contracted period