



**American Federation of Television and Radio Artists / Screen Actors Guild  
2009 Texas Regional Commercials Code**

1. JURISDICTION

It is agreed that the following rates and conditions shall apply to commercials produced within, and limited to use within any or all of the following states: Texas, Arkansas, Louisiana, Oklahoma, and New Mexico.

2. APPLICABLE TERMS AND CONDITIONS

It is understood and agreed that any and all signatories to the Texas Regional Contract shall also be signatories bound to all the terms and conditions of the Screen Actors Guild (SAG) 2009 Television Commercials Contract, and/or the American Federation of Television and Radio Artists (AFTRA) 2009 TV Recorded Commercials Contract, and/or the American Federation of Television and Radio Artists (AFTRA) 2009 Radio Recorded Commercials Contract. It is further understood that all terms and conditions of the aforementioned AFTRA and Screen Actors Guild National Commercials Contracts shall apply except for those specifically modified and expressed in this 2009 Texas Regional Commercials Code.

3. EFFECTIVE DATE

This Agreement shall be for a period commencing April 1, 2009, and shall apply to all commercials made during its term, whenever exhibited, but not to commercials made prior to its effective date. Salary rates and terms for the 2009 Texas Regional Commercials Code shall be effective commencing **April 1, 2009**.

4. TERM OF AGREEMENT

The expiration date of this Regional Contract will coincide with the dates of expiration of the Screen Actors Guild (SAG) 2009 Television Commercials Contract, the American Federation of Television and Radio Artists (AFTRA) 2009 TV Recorded Commercials Contract, and the American Federation of Television and Radio Artists (AFTRA) 2009 Radio Recorded Commercials Contract at midnight, March 31, 2012. At the sole discretion of AFTRA/SAG, such Regional Agreement may be extended on a day-to-day basis until a new Regional Contract can be negotiated and agreed upon.

5. MINIMUM COMPENSATION – SESSION AND USE FEES

All session fees and use fees shall be computed at **80 % of the minimum session and use fees** specified in the applicable Screen Actors Guild (SAG) 2009 Television Commercials Contract, the American Federation of Television and Radio Artists (AFTRA) 2009 TV Recorded Commercials Contract, or the American Federation of Television and Radio Artists (AFTRA) 2009 Radio Recorded Commercials Contract

6. USE – ONE YEAR PREPAID USE

Producer may secure the use of a Radio Commercial or a Television Commercial for a period of one (1) year by payment of three (3) times the applicable 13-week rate. Producer may expand the market use during this one (1) year period with (a) the permission of the performer(s) and the Union and (b) payment of a negotiated additional use fee to compensate for the expanded market. Subsequent one (1) year prepaid use periods shall be at the same applicable rate subject to the National AFTRA and SAG Contracts regarding maximum period of use.

*\* This provision shall end automatically with the termination of this Agreement (“sunset clause”).*

7. EXCLUSIVITY – TELEVISION COMMERCIALS  
Principal performer exclusivity shall be limited to those commercials broadcast within the geographical boundaries of the Texas Region.
8. TRAVEL  
A. Travel within the 5-state region may be by coach class  
B. Travel shall be subject to all of the terms and conditions of the National SAG and/or AFTRA contracts, with the exception of the following:  
Travel to Location on a Day When No Services Are Rendered
1. If the principal performer leaves before noon, pay one session fee.
  2. If the principal performer leaves between noon and 6:00 pm, pay ½ session fee.
  3. If the principal performer leaves after 6:00 pm, pay 1/8 session fee for each hour or fraction thereof.
- (Note: Travel on Saturdays and Sundays shall be paid at time-and-one-half of the above rates.)
9. EXTRAS – Crowd Work  
Wherever the Producer employs 25 or more registered extra performers for work in a particular commercial on a particular day, the Producer may employ any number of non-registered extras to perform crowd work.