

TVC – Deal Memo

Performer:
Contact number:
Email:

Role:
Suburb:

AGENT:
Agent Tel:

Agent contact:
Agent Email:

DATE:	
Advertising Agency:	
Advertising Agency Address:	
Advertising Agency Phone:	
Advertising Agency Producer & Email:	
Production Company:	
Production Company Address:	
Production Company Phone:	
Production Company Producer & Email:	
Production Company Director:	
Client/Product:	
Invoice To:	

THE TOTAL PERFORMANCE FEE IS TO INCLUDE:

- Basic revisions to edit (where one replaces the other on-air) such as new and non new versions, any audio and visual re-edits, voice overs, screen inserts, graphics, supers, captions, logos, pack shot changes and unlimited end devices/tags, translations and resizing that do not affect the original performance. Edits with a change in performance will incur an additional fee.
- Use of materials for internal conferences, trade (i.e. not open to general public) as well as Production, Agency, Casting / Showreels, & PR are not restricted to the term of the contract.
- Stills may be taken on the day and improvised dialogue may be recorded.
- Options and rollovers required if actor is recognisable OR if the action of the actor contributes to the story being told.

TALENT BRIEF / FEES:	All amounts are GST exclusive and in AUD dollars unless specified
Product:	
Term of Contract/Duration on air:	
Territory:	
Media:	
Deliverables:	
<u>FEE:</u>	
Days included in the above fee:	
Wardrobe Dates:	
Rehearsal Dates:	
Travel Dates:	
Proposed Shoot Dates:	
Weatherhold Dates:	
Proposed On Air Period:	

ADDITIONAL FEES:	
Casting Callback/Recall Fee:	\$75 per hour
Wardrobe/Hair & Make Up Fee:	\$75 per hour if not occurring on the shoot day
Rehearsal Fee:	\$100 per hour
Overtime Rate (after 10 hours):	\$150 per hour
Retake Rate:	\$150 per hour for adults, \$75 per hour for child performers under 15yo, minimum 4hr call
Stills Shoot Rate:	\$250 per hour for adults & \$125 per hour for child performers under 15yo, minimum 2hr call, if not occurring on the shoot day
Weather Day Fee:	First day \$500, any additional days \$1000 per 10 hour day
Night Loading:	\$500 per night if required past 10pm
Additional Shoot Day Fee:	\$1000 per 10 hour day per adult performer \$500 per 6-8hr day per child performer under 15yo
Delay To Air Fee (if applicable):	Fee: \$1500 Adults & \$750 for Child Performers (3 Months or part thereof). Holding Fees paid after 2 calendar months from last shoot date.
Travel/Lay/Iso Day Fee:	\$300 per day for domestic travel (inc NZ), \$500 for international
Per Diems:	@ \$75 per day
Travel Allowance:	\$0.96 per km if the shoot is more than 25km outside of the CBD

TVC – Deal Memo

Working With Children Check (if applicable):	\$100 per check
Covid Back Up Fee: (if applicable):	\$1000 per adult or \$500 per child per day (If confirmed talent is unable to perform due to COVID protocols, then they receive the back-up talent fee and the back-up talent receives the full fee)
Police Check: (if applicable):	\$350 per check
Driving History Check: (if applicable):	\$50 per check
ADR – Post Audio Rate:	\$200 per hour
Isolation Days (if applicable):	\$300 per day
COVID Testing Rates:	- If RAT's are provided by production (as a replacement or on set) no charge - If RAT's are <u>not</u> provided by production – actor to be paid \$25 per RAT - PCR Tests if required @ \$75
ROLLOVER OPTIONS IN LINE WITH CURRENT CONTRACT	Rollover to be confirmed 31 days prior to contract expiry. Rollover applies on total fee.
OTHER OPTIONS:	Artist will be paid the following percentages of the TVC fee for the negotiated release period. All options to run concurrently with TVC campaign.

- The **PERFORMER** has given his/her assurance they have not done any advertising for a competitive product in the last twelve months
- Artist guarantees they have full and current driver's license or passport *if required*.
- Any flights, transfers or accommodation are to be provided by **PRODUCTION OR AGENCY** where necessary.
- The **PERFORMER** is not to change their personal appearance in any way once auditioned/prior to the shoot unless required to by the Company.
- If the brief from the **AGENCY/PRODUCER** changes, a renegotiation is to happen in good faith.
- Fee does not include Superannuation, Government taxes or agency administration fees. Artist's fees and terms are strictly confidential.
- Please keep all details of this production confidential. Most importantly - no posting on Social media, until after the on air date
- Please note that this deal memo, while binding, is not a contract. Standard Advertising Contracts supersede this deal memo and will be issued by client in due course.
- The **CASTING DIRECTOR** is in no way liable to pay any amount payable by the advertising agency or the client of the advertising agency to the performer or their agent.
- By signing this form, the Artist acknowledges that they have not knowingly withheld any matters that may render the Artist incapable of performing the role as written and that failure to have done so, may result in the Client seeking legal action.
- **COVID CANCELLATION TERMS:** If for reasons outside the producers control due to Covid-19, a shoot is cancelled within 48 hours of the confirmed shoot date - cancellation Fees of \$1000 per Hero and \$500 for Featured Extras and Children will apply. Standard cancellation fees will apply if the cancellation is not due to COVID-19.
- **INTERNET & SOCIAL MEDIA PLATFORMS** - The parties acknowledge that Internet and email materials:
 - a) may potentially be accessed and downloaded by any person worldwide; and
 - b) may be downloaded, distributed or shared by third parties on the Internet or other media, over which the Advertiser has no control and as a result may extend beyond specified usage limits. The parties agree that internet usage over which the Advertiser has no control will not constitute a breach of the usage limits and no fee is payable to the Performer for this use.
 - c) Notwithstanding the above, 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.
 - d) 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.
 - e) In relation to video content featuring the Performer on YouTube specifically, the Client will change the video status to "unlisted" at the end of the Period of Usage, and the video will no longer appear on the Client's YouTube channel or be accessible via search, but will continue to be accessible by direct hyperlink only.

	NAME	SIGNATURE	DATE
PRODUCER			
AGENT on behalf of the performer			