



2025 SAG-AFTRA Audio Commercials Contract Transfer of Rights — Assumption Agreement

TRANSFEROR:

TRANSFeree:

(Company Name)

(Company Name)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

Effective Date: _____

Transferee hereby agrees with Transferor that all radio commercials covered by this agreement (listed below*) are subject to the SAG-AFTRA Audio Commercials Contract or any predecessor agreement under which the commercials were produced and that the parties contemplate a transfer of exclusive rights in the covered commercials from the Transferor to the Transferee.

Transferee hereby agrees expressly for the benefit of SAG-AFTRA and the performers affected thereby, to make all payments of use fees as provided in said Contract and all Social Security, Withholding, Unemployment Insurance and Disability Insurance payments and all appropriate contributions to the SAG-AFTRA Health Plan, AFTRA Retirement Fund, IACF, and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 65.B as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration provisions and procedures contained therein. Upon the Union’s or the Funds’ written request, Transferee agrees to timely provide to the Union and the Funds unredacted copies of all contracts relating to services provided under such performer contracts. It is expressly understood and agreed that the rights of Transferee to utilize such radio commercials shall be subject to, and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Contract, and SAG-AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.

Notwithstanding the foregoing, in the event that an advertiser becomes signatory to the Contract, or in the event that a non-signatory advertiser transfers all or a portion of its business from a non-signatory agency to a signatory agency, the Union shall waive application of this Contract to commercials that were produced prior to becoming a signatory or prior to transferring business to a signatory agency on the following condition: The advertiser, or its agency, shall provide to the Union a list of all such commercials within 60 days of the advertiser becoming signatory or transferring business to a signatory agency. Should those commercials be edited other than as permitted under Section 24, Editing and Dubbing, subsequent to the advertiser becoming signatory or transferring business to a signatory agency, however, the Contract shall apply fully to those edited or modified versions.

Notwithstanding any other provision of this Transfer of Rights Assumption Agreement, Transferee may not use any Digital Replica referenced herein for any purpose in any field or medium unless Transferee complies with the provisions set forth in the section of the Audio Commercials Contract addressing Digital Replication and Alteration. When Transferee provides the reasonably specific description required under Digital Replication and Alteration, Transferee must disclose whether the program, commercial or other content that the Digital Replica will be used for is to be produced under a SAG-AFTRA collective bargaining agreement. Transferee hereby acknowledges that SAG-AFTRA membership rules prohibit members from consenting to the use of their Digital Replica to generate a performance for a program, commercial or other content in any field or medium covered by a SAG-AFTRA collective bargaining agreement unless that program, commercial or other content is produced under the applicable SAG-AFTRA agreement.

In the event of a subsequent transfer, assignment, sale or other disposition by Transferee of any commercials covered by this agreement, Transferee agrees to give written notice, by mail, to SAG-AFTRA of each such subsequent transfer, etc. within 30 days after the consummation thereof, and such notice shall specify the name and address of the transferee, assignee or purchaser. Transferee shall also deliver to SAG-AFTRA a copy of the agreement with the transferee, assignee or purchaser, which agreement shall be in substantially the same form as this agreement.

***COMMERCIALS COVERED BY THIS AGREEMENT:**

TITLE AND I.D. NUMBER

PRODUCT

SESSION DATE



(List all other commercials on reverse side of this form)

(Company Name of Transferor)

(Company Name of Transferee)

(Signature of Officer)

(Signature of Officer)

(Type Officer's Name and Title)

(Type Officer's Name and Title)

(Contact Email)

(Contact Email)

(Date)

(Date)

FINANCIAL INFORMATION: (Needed only if **not signatory to SAG-AFTRA)**

Transferee's Bank: Name _____

Branch: _____

Address: _____

City/Zip: _____ Phone: _____

Fax#: _____ Staff Referral: _____ Acct.#: _____

APPROVED FOR SAG-AFTRA

By: _____ Print Name: _____ Date: _____