



TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT Commercials Contract

TRANSFEROR:

(Company Name)

(Address)

(City, State, Zip)

TRANSFeree:

(Company Name)

(Address)

(City, State, Zip)

This Agreement is effective: _____

Transferee hereby agrees with Transferor that all commercials covered by this agreement (listed below) are subject to the SAG-AFTRA Commercials Contract and/or predecessor SAG, AFTRA or SAG-AFTRA Contracts 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 its performers affected thereby, to make all payments including, but not limited to holding fees and use fees, as provided in said Contract and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the Screen Actors Guild-Producers Pension and Health Plans, IACF and AMF required under the provisions of said Contract with respect to any and all such payments and to comply with the provisions of said Contract, including specifically the arbitration provisions and procedures contained therein, with respect to the use of such commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

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 the Union 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 the Union 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 Ad-Id® or other Code Number	Product	Session Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

(List all other programs on a separate sheet or on reverse side of this form)

Company Name of Transferor:

Signature of Officer:

Type or Print Officer's Name and Title:

Date:

Company Name of Transferee/New Owner:

Signature of Officer:

Type or Print Officer's Name and Title:

Date:

If Transferee is not a signatory to the SAG-AFTRA Commercials Contract, as part of this process Transferee must also have their bank complete the SAG-AFTRA Credit Check Form (see page 2).

APPROVED FOR SAG-AFTRA by:

Name & Title:

Date:



CREDIT CHECK

SAG-AFTRA is requesting a routine credit check on the following company:

Business Account # _____

Please fill in the appropriate blanks below and have your bank representative complete the lower section. When completed, please return to SAG-AFTRA. Thank you for your prompt attention to this matter.

Authorized name and signature to release information:

Print Name Signature

Date

DO NOT WRITE IN THE BOX BELOW. TO BE COMPLETED BY BANK.

Date: _____

Bank: _____

Bank Officer: _____

Phone/Address: _____

Date Account Opened: _____

Average Daily Balance (please mark the appropriate range):

___ Less than \$1,000

___ \$1,000 - \$3,333 ___ \$3,334 - \$6,666 ___ \$6,667 - \$9,999

___ \$10,000 - \$33,333 ___ \$33,334 - \$66,666 ___ \$66,667 - \$99,999

___ \$100,000 - \$333,333 ___ \$333,334 - \$666,666 ___ \$666,667 - \$999,999

___ More than \$1,000,000

Satisfactory Yes ___ No ___

Outstanding Loans Yes ___ No ___

Secured Yes ___ No ___

Unsecured Yes ___ No ___

SAG-AFTRA OFFICE USE ONLY:

Received by: _____ Date: _____