

Date:

TRANSFER OF RIGHTS-ASSUMPTION AGREEMENT

A. Upon the sale, transfer, assignment or other disposition by Producer of any commercials produced by it hereunder, the Producer shall not be responsible to the Union or to any Union members for any payments thereafter due with respect to the use of such commercials or for a breach or violation of this Contract by such transferee, if the Union approves the financial responsibility of such transferee in writing and if the Producer in its agreement with such transferee has included a provision substantially in the following form:

**Screen Actors Guild
Television Commercials Transfer of Rights-Assumption Agreement**

TRANSFEROR:

TRANSFEEE:

This agreement is effective _____.

Transferee hereby agrees with Transferor that all television commercials covered by this agreement (listed below*) are subject to the Screen Actors Guild _____ Commercials Contract under which the commercials were produced.

Transferee hereby agrees expressly for the benefit of Screen Actors Guild and its members affected thereby to make all payments of 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 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 television commercials and required records and reports. It is expressly understood and agreed that the rights of Transferee to telecast such television 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 Guild, 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 Guild 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 Guild a copy of the agreement with the transferee, assignee, or purchaser, which agreement shall be in substantially the same form as this agreement.

