



ORIGINAL CAST ALBUM RIDER

Actor

Production

1. In accordance with provisions of the Agreement and Rules governing employment under this contract relating to cast albums, the Actor will provide services for the purpose of making a recording of selections from the play to be part of a cast album.
2. The Producer agrees that the Actor will be employed pursuant to the following terms and conditions:
 - (A) The Producer agrees to pay the Actor (within twenty-one days of completion of the Recording), the sum of \$_____, (but in no event less than one week's contractual salary, one week's Production Contract minimum salary or the applicable SAG-AFTRA rate, whichever is greater) for up to eight hours so employed, which may be scheduled by the Producer over no more than four days.
 - (B) If the Actor works more than eight hours, said Actor shall be paid at the rate of one-eighth of contractual salary up to a cap of 250% of Production Contract minimum for each hour or part thereof.
 - (C) The Producer shall give Equity and the Actor not less than seventy-two hours' notice (inclusive of at least two business days) prior to the Recording when the Actor's services will be required.
 - (D) The Producer shall have the right to use, and permit others to use, the Actor's name, likeness, and biographical material for advertising and purposes of trade in connection with the sale and exploitation of the recording made pursuant to this Agreement. The Producer shall not use or authorize an endorsement by the Actor of any recording or performance or other production without the Actor's prior written consent.
 - (E) If: (i) songs are recorded by Actors before the creation of a cast album; (ii) said Actors are paid for those prior recordings under another applicable agreement; and (iii) those songs are included on the cast album without further recording work by said Actors, a credit equal to the amount of the payments in (ii) shall be applied against any payments due to those Actors for the Cast Album recording under (A). Actors shall also be credited for any hours spent making such recordings against the eight hours set forth in (A) and (B) above.

3. (A) In addition to all other payments required hereunder, the Producer, or any affiliate of the Producer, shall pay to the Actor a pro rata share, based on the number of Equity members compensated pursuant to this Recording Rider, 15% of all monies derived by the Producer from the exploitation of the album.

(B) Copies of any and all statements and accountings pursuant to the agreement between the Producer of the Play and the Producer(s) of the recording or any other agreement requiring the submission of such statements and accounting in connection with the album shall be furnished to Equity and each Actor no later than one week after receipt by Producer.

4. The Actor agrees that after the recording has been made, for a period of five years, Actor will not Record such musical compositions from the play recorded by the Actor for any other recording company without first having obtained the Producer's written consent.

5. Upon the request of the Producer, the Actor shall enter into the appropriate SAG-AFTRA contract to record the cast album with the recording company designated by the Producer provided that the terms of said contract shall be subject to the terms of this Rider and shall not, in any way, be inconsistent therewith or be less advantageous to the Actor. Such contract shall in no way release the Producer from Producer's obligation to the Actor. However, the Producer shall not be required to provide double payments in any form, whether wages, pension and health contributions or otherwise, under the cast album provisions of Rule 39(B), or the Addendum in the Production Contract.

6. Should the Actor's contract and/or employment in the play be terminated before the recording is made, the Producer may offer cast album employment to either the current replacement Actor or the original Actor pursuant to the terms set forth in this rider. Whichever Actor is not employed for the recording shall be paid not less than one-eighth of the Actor's contractual salary. Although payments to Actors per Paragraph Two shall not be required if the play closes and the Recording has not taken place, pursuant to Rule 39 MEDIA PROMOTION & PUBLICITY AND OTHER RECORDING AND BROADCAST, or the Addendum, Equity will maintain jurisdiction over all Recordings until 19 weeks after the production has closed.

7. The cast album shall accord credit to each Actor appearing in the production at the time the recording is made, whether or not the Actor performs on the recording.

8. The Producer will provide to Equity a copy of the relevant portions of the Cast Album recording agreement which portions identify all agreements between the Producer and the record producer which will have an economic impact on the Actors engaged to do the recording. The Producer further agrees to supply Equity with royalty statements on the cast album every six months.

Producer

Actor

Printed Name

Printed Name

Date

Date

Equity Member ID

Revised 11/2015