

**American Federation of Television and Radio Artists
Television Commercials Transfer of Rights - Assumption Agreement**

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:

TRANSFEROR:

TRANSFEEE:

(Company Name)

(Company Name)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

This agreement is effective: _____

Transferee hereby agrees with Transferor that all television commercials covered by this agreement (listed below*) are subject to the American Federation of Television and Radio Artists Television Recorded Commercials Contract under which the commercials were produced.

Transferee hereby agrees expressly for the benefit of AFTRA 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 AFTRA Health and Retirement Funds 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 Principal Performers involved of all compensation as provided in said Contract, and AFTRA, on behalf of the Principal 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 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 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:**

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

TITLE AND I.D. NUMBER	PRODUCT	SESSION DATE

(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)

DATE: _____

DATE: _____

FINANCIAL INFORMATION:

(Needed only if Transferee is not signatory to AFTRA Commercials Contract)

Transferee's Bank: Name: _____

Branch: _____

Address: _____

Phone: _____ Fax: _____

Staff Referral: _____ Acct.#: _____

APPROVED FOR AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

BY: _____

DATE: _____