



Celebrities & Influencers: Who? What Cost? & How to Engage

The TEAM Companies

Where Creative Industries Get Down to Business

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TTC Presenter



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Let's face it, celebrity & influencer negotiations can be time consuming, complex, & financially risky.

Whether you are a master negotiator, best friends with the agent or a novice, most aspects of framing “The Deal” are truly the same. The end-result should be an all-encompassing agreement that grants the services, rights and use of materials sought by the Advertiser.

This session focuses on various aspects of engaging celebrity and influencer personalities to promote brands.



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Research

- What kind of celebrity/influencer
- Celebrity DBI & other tools
- Budget
- Goals
- Timing



.... Identification



- Initial briefing and ideating around celebrity talent, music licensing, and/or IP
 - Understanding the brand's needs regarding rights, usage, and services
- Understanding the brand
 - Strategy, attributes, objectives
- Creative and Brand fit
- Qualitative and quantitative analysis
- Industry insights



.... Negotiation

Most negotiations are predicted to 3 key factors:

- 1. Time-** Proper amount of time to negotiate/strategize will result in more favorable business terms.
- 2. Leverage-** Perception & options. More than 1 Talent, Music, or IP option is encouraged.
- 3. Information-** Control the flow of info. Have 1 sole voice to all Talent, Music, and IP rights holders.



.... Management

Continue to manage communication with Talent, Music, and IP rights holders through all services and term of deal:

- Any exercise of rights/service options
- Renegotiations
- Servicing/maintenance during active agreements
- Ongoing issues and questions





ASSESSING THE TERMS OF “THE DEAL”

(MSA) Multi-Service Talent Agreement Summary

- Term of Engagement
- Shoot Dates
- Additional Services: *Social Media, Print Media, Appearances, Audio recording, Behind The Scenes*
- Materials
- Media
- Territory
- Compensation
- Gifts/Incentives/Charitable Donations



Talent Compensation Expenses (tax, workers compensation, SAG Pension allocations (if any), payroll handling, Third-Party Signatory (if needed))



... SAG-AFTRA Governance

The Collective Bargaining Agreement governs an engagement as follows:

Advertiser or Ad Agency is Signatory to the SAG-AFTRA CBA

OR

Non-Signatory Advertiser or Non-Signatory Ad Agency engages a SAG-AFTRA member



SAG·AFTRA

- Preference must be given to SAG-AFTRA talent for all other cast considerations, as well as Voice Overs and On-Camera talent (Principal's and Extra's)



SAG-AFTRA Governance-Selfie Shoots

Celebrities & Influencers Filming Themselves

- The industry is accustomed to engaging Influencers who often film themselves and either post approved content or deliver content for editing, per the agreed upon terms
- In times of COVID19, we have seen an increase in celebrities filming themselves and their families. Mostly in and around their homes. No crew, no glam squad, no craft services. Film or video equipment can be provided and shipped back after the fact.
- In both instances, all standard terms of the SAG-AFTRA Collective Bargaining agreement apply



Assessing Pension Obligations (Covered Vs. Non-Covered Services)

COVERED SERVICES

- Commercial Shoot Services & Use
- Corporate/Educational Services & Use
- Audio Session Services & Use
- Social Media Services & Use (specifically, posting of video and commercial content)

NON-COVERED SERVICES

- Print Shoot Services & Use
- Personal Appearances Services
- Social Media Services & Use (specifically, posting of still images, quotes & phrases)
- Media Training
- Media Interviews
- Creative Consultation for Campaign
- Involvement in Product Development



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..... Social Media Posting



For purposes of clarity:

Social Media Posting (SAG covered)

- Posts would include moving images featuring advertiser products being used, demonstrated or shown
- Reposting of advertiser commercials
- Posting of "stories" on Facebook, Instagram, TikTok, etc. featuring or highlighting advertiser products

Social Media Posting (Non-covered)

- Posts would include personal quotes, still/static images (can feature advertiser products) as well as GIFS or Memes created from still photography



ASSESSING PENSION ALLOCATIONS

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SAG-AFTRA MSA Guidelines

50% 40% 20%

The above are standard default percentages outlined with the MSA Guidelines

Thorough review of contract terms including services, materials and intended uses will determine the proper percentages



Split: SAG Plans & AFTRA Funds

SAG-AFTRA still has two legacy pension funds, one for AFTRA and one for SAG. P&H contributions are directed to a specific pension fund depending on the applicable union contract:

- SAG: Video Commercials
- AFTRA: Audio Commercials, Corporate-Educational programs

If both SAG and AFTRA work are covered under the union services in an MSA, the split between the two pension funds is contractually dictated:

Type of Services	Portion to SAG	Portion to AFTRA
Union & Non-Union	90%	10%
All Union	80%	20%





Thank You!

Contact: info@theteamcompanies.com