

# ACTRA Indie Production (AIP)

## DETAILED GUIDELINES

*This document is intended to assist people interested in requesting contract terms from ACTRA designed to facilitate non-commercial, low-budget productions. What follows are guidelines designed to advise you on how to structure your proposal. **Meeting these guidelines does not guarantee that your project will be approved.***

### (1) Qualifying Productions and Procedures

(1.1) **Application deadline:** At least one month prior to start date, please contact the ACTRA local office in your region. The ACTRA Branch staff will review your application package.

(1.2) **Pre-approval required: Principal photography and casting may not begin until the approval is granted.**

(1.3) **Type of projects:** Films of any length, genre or format qualify for AIP, subject to exclusions listed as ineligible productions below. All projects must shoot within ACTRA's jurisdiction. Producers, directors, writers, performers and key crew must all be Canadian or landed immigrant, and resident in Canada.

(1.4) **Cast:** The project must Adhere to preference of engagement for ACTRA members and wherever possible cast performers from the ACTRA membership.

(1.5) **CFTPA membership:** Producers must be members of the CMPA at the time of application, or have made some other arrangement with the CMPA acceptable to the CMPA.

(1.6) **Screenings:** Producers of feature films must commit to having at least 2 theatrical screenings prior to any television or other media exposure. Short films require at least one public or festival screening. All Distribution and Broadcast agreements must allow for an initial theatrical window.

(1.7) **Canadian Content:** The project must be eligible as a 10 out of 10 Canadian content project under the CAVCO rules and thereby also be eligible for federal tax credits. Short and Experimental films are excluded from having to apply to CAVCO, but must otherwise qualify under CAVCO. As per CAVCO any Canadian feature film Distribution Agreement must include an obligation to exhibit the production in Canada within two years of completion.

(1.8) **IPA applies:** Upon becoming a signatory, all terms of the IPA apply except as amended by these guidelines, and as agreed by ACTRA and the CMPA with regard to this application.

(1.9) **Canadian ownership:** The Feature Film property must be owned and produced through a company incorporated in Canada under the laws of Canada or of a Canadian province or territory. All projects must adhere to standard legal, business, and accounting procedures. All feature films must have a final audit performed. Experimental and short Films need only submit a final cost report.

(1.10) **Security agreement:** A standard executed Security Agreement as per Appendix 7 a) and b) of the IPA is required.

(1.11) **Arrangements to collect residuals:** Since every project is unique we suggest that you review the ACTRA Performers' Rights Society's procedures sheet and contact them (416-489-1311 or toll free at 1-800-387-3516) should you require information on the specifics of your distribution arrangements.

(1.12) **Insurance:** Your project must be budgeted to secure liability and accident insurance covering cast and crew for the shoot and show proof of coverage prior to shooting. All productions must be registered for Workers comp.

## (2) Ineligible Productions

ACTRA reserves the right to decline or to revoke approval for any projects for any reason (the CMPA can do the same). Projects that will not be approved, or that will have their approval revoked, include:

(2.1) **Excluded projects:** All Industrials, Corporate Videos, documentaries, dubbing, animation, pilots, TV Series, Television Movies of the Week, Commercials and Music Videos are not eligible.

(2.2) **Minors:** Projects that depend on the extensive involvement of minors will be carefully examined for viability and will be excluded unless the resources and planning for the proper care and treatment of the young performers can be demonstrated.

(2.3) **Revised scope:** AIP projects which in the course of production or completion increase the scope of their budget or alter the nature of their production (e.g. TV movie) must disclose such changes to ACTRA. **The AIP status of such a production may be amended or withdrawn at the sole discretion of ACTRA.**

(2.4) **Unfair advantage; misrepresentation:** A production which is found to be taking unfair advantage of AIP rates through misrepresentation or falsification of budget will become immediately subject to the rates and conditions of the IPA.

(2.5) **Other exclusions:** The Producer(s) and its principals and their related companies cannot apply to AIP if they are (A) currently in default with ACTRA, or (B) have been declared an Unfair Engager, or (C) have been previously found to be undermining AIP.

## (3) Rates:

### Class I Production:

- Total budget of: **to be determined on a regional basis.**

Principal	\$100
Actor	\$90
Background (4 hours)	\$45

### Class II Production:

- Total budget of less than: **to be determined on a regional basis.**

Principal	\$TBD
Actor	\$TBD
Background	\$TBD

Productions exceeding \$250,000 are to apply to produce under the IPA or the CIPIP Agreement, contained within the IPA.

#### **(4) Working conditions:**

Performer Working Conditions as per the IPA with the following exceptions:

(4.1) **Workday:** The workday for Performers shall be eight (8) consecutive hours, exclusive of time for meal breaks. Meal breaks as per the IPA.

(4.2) **Overtime:** If the Performer is requested or required to work beyond eight (8) consecutive hours, Producer shall pay the Performer for each 1/4 hour increments, an amount equal to time and one-half of the Performer's payment for the day at the pro-rata hourly rate.

(4.3) **Turnaround:** No work shall be permitted in excess of twelve (12) hours, exclusive of time for meal break, within any 24-hour period.

(4.4) **Meals:** All Performers will be provided the same meals as the crew.

#### **(5) Additional Budgetary Matters:**

(5.1) **Benefits:** Benefits and fringes of 12% should be allocated in the budget for all gross amounts paid to performers. The percentage includes 10% for Insurance and Retirement and 0.5 % for the ACTRA Performers' Right Society.

(5.2) **Fees:** Administration fees are Class 1 - **\$200** and Class 2 - **\$TBD** paid to both ACTRA and the CFTPA. These fees must be paid once your project is approved.

(5.3) **Security Deposit – Cash Bond:** No later than 5 business days before any work is scheduled to begin for the Performers, a payroll security deposit is required. The deposit will be held in trust. For projects whose shooting schedule is longer than two weeks and **ALL** feature films, a two-week payroll security deposit is required. ACTRA will release 50% of the deposit for the last two weeks payroll. The remaining 50% will be released upon proof of payment of last payroll and receipt of all paperwork. Shooting schedules less than two weeks require 50% of the budgeted payroll and will be refunded provided **ALL** paperwork is completed **OR** projects, with permission from ACTRA, may arrange to prepay performers for scheduled days and post a security deposit in the accumulated sum of projected overtime fees, administration fees, Performers Rights fees and any other applicable fees as determined by ACTRA.

(5.4) **Budget report:** Within four (4) weeks of completion of principal photography, the Producer shall submit to ACTRA a detailed report of actual expenditures and other relevant materials ACTRA may require showing actual cost of the production to date. In the event the actual production costs exceed the limits stated for the categories above, the Producer shall pay the Performers or to ACTRA for the benefit of the Performers, any additional sums necessary to bring the compensation of the Performers into the defined class of production.

#### **(6) Revenue Participation and Distribution**

(6.1) **A basic use fee is included in the base fees:** The basic fees outlined in part (3) above paid to performers during production include payment for a "Declared Use of the Production" of Theatrical worldwide for one (1) year from the first theatrical use.

(6.2) **Residuals:** All other media use (world theatrical, pay TV, basic cable, free TV and ancillary revenue) are accounted for by payment of a use fee of 3.6% of Distributors Gross Revenue (DGR). DGR is defined in Article B509 of the IPA. For further clarity: The Distributors Gross Revenue (DGR) of 3.6% will be payable on all gross revenues derived from Theatrical distribution after the expiry of the Declared one year period of Theatrical Use. Any Use of the product other than the Declared Theatrical Use will require payment of 3.6% of Distributors Gross Revenue.

(6.3) **Where paid:** The use fee is paid directly to the ACTRA Performers' Rights Society who administers the collection and disbursement of all DGR payable in accordance with the unit calculations defined in the IPA. Please refer to the ACTRA Performers' Rights Society's procedure sheet (or Article B509 of the IPA) for the full definition of Distributors' Gross Revenue.

(6.4) **Internet Use:** Internet use and royalty payments for such use are subject to negotiation according to the terms of the IPA.

## **(7) Casting**

(7.1) **Membership:** ACTRA members have preference of engagement on AIP projects and must be auditioned first and separately from non-members.

(7.2) **Script:** Lead and support roles require performers to have access to a full script before signing.

(7.3) **Stunts:** A qualified ACTRA Stunt Coordinator is required for all scenes that include stunts.

(7.4) **Copy of product:** Principal Performers and Actors shall be provided with an electronic copy of their performance (or the film in its entirety) within 60 days of the production of the final master transfer of the completed film. **A clause guaranteeing this must appear in all Performers' Contracts.**

## **(8) Rehearsals**

(8.1) **Time donated:** Performers may donate 1 free 8-hour day of rehearsal to the production.

(8.2) **Additional time:** Performers may participate in additional rehearsal days at half the Daily Rate on the production. The preliminary/proposed rehearsal schedule must be clearly delineated to the performer on the casting notice, along with AIP status and the Daily Rate. Rehearsal days are limited to 8 hours.

## **(9) Other issues:**

(9.1) **Verification:** ACTRA reserves the right to contact all other industry partners and/or grant organizations to corroborate details of the production package.

(9.2) **The IPA:** Copies of the IPA are available from ACTRA. **The Producer is expected to review this agreement and have a thorough understanding of its terms and conditions.**

(9.3) **Credit:** All AIP projects must have a tail credit showing the ACTRA logo and stating "**Made with the Generous Support of ACTRA and the CMPA**". Logos will be provided by ACTRA and the CMPA in electronic format.

(9.4) **Spirit of this program:** ACTRA recognizes that AIP is vulnerable to abuse by producers who chose to manipulate budgets and other financial documents. Continued success depends on all participants complying with the guidelines of AIP, and its spirit: generosity creating opportunity.

(9.5) **Changes to these guidelines:** These guidelines may be changed at any time.

## Appendix 1:

### **APPLICATION FORM and ELEMENTS**

Prior to making the application, the producer **must** make an initial contact with the local ACTRA Branch office to review the project. Upon review, if the project falls within the guidelines, and subject to the approval of the ACTRA Regional Director, the ACTRA office will then provide an application package which must be completed and submitted to ACTRA at least one (1) month prior to the start date.

**Please provide the following documentation and information. Please do not use fancy covers or binding. Plain paper stapled or paper-clipped is fine.**

- One copy of the shooting script by email.
- The complete production budget with detailed line items categorized using the CAVCO/Telefilm format. This simply means you use the same account numbering and sorting system as they do for the line items relevant to your project.  
  
Disclosure of all related party transactions such as ALL sources of income in budget (both personal and corporate).
- A cover letter describing the particular circumstances of your production. You may address some of the items in the list below in your letter.
- A list of the acting roles available in your project and the approximate number of shooting days required for each role. Include the Total Number of Performer Workdays.
- Number of days where Background Performers are required.
- **A list of all roles to be played by minors with a description detailing special provisions you will be taking.** All Minor forms ( Appendix 14) to be completed as per the IPA prior to work date.
- **A list of all stunts with a description detailing special provisions being taken.** Please be aware that the definition of an action that requires a stunt performer is not necessarily something spectacular. Any action where even a minor injury is at risk should be played by a stunt double.
- Must provide name of qualified ACTRA Stunt Coordinator.
- A list, with script page numbers, disclosing all scenes of violence, nudity, semi-nudity, or sexual content. To reiterate, the purpose of this is not to judge, but to ensure that all potential performers for your project are fully informed.
- Full Cast List, Production Schedule, Day out of Days, Shooting Schedule, Locations List and Extras breakdown.
- Written assurance that all producers and directors are Canadian Residents and/or Citizens.
- List of all directors, officers and shareholders of Producer and any others with an option to own or control shares.
- CVs or brief biographies of the producers, writers, and directors.
- A true copy of the Producer's Articles of Incorporation is required for Feature Film submissions.
  - Distribution agreement (CAVCO qualifying) for Feature Films if available.
  - CAVCO part A application in draft form for Feature Films if available.
  - All Internet use and royalties payments will be made as per the ACTRA Internet Production Agreement.

**Application Form (print out this page)**

Project Title: \_\_\_\_\_

Production Company: \_\_\_\_\_

Individual Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

email address: \_\_\_\_\_

Company website URL: \_\_\_\_\_

Short or Feature? \_\_\_\_\_ Anticipated length: \_\_\_\_\_ minutes

Approx shoot start-date: \_\_\_\_\_ Number of shooting days: \_\_\_\_\_

Writers: \_\_\_\_\_

Executive Producer(s): \_\_\_\_\_

\_\_\_\_\_

Directors: \_\_\_\_\_

Producers: \_\_\_\_\_

\_\_\_\_\_

CFTPA membership number: \_\_\_\_\_

Intended market, use or venue of the project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Confirmed and proposed financing sources: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Shooting Format (film/video, etc): \_\_\_\_\_

Total Production Budget: \_\_\_\_\_

Total Cast Budget \_\_\_\_\_

**By signing below the Producer acknowledges and warrants to the following:**

- The truth and accuracy of information and documents submitted in and with this application.
- That ACTRA and CFTPA have full discretion with no administrative duty of fairness.
- That no agreement has been entered into or will be entered into with a performer unless and until this AIP application is approved at ACTRA's and CFTPA's discretion.
- That ACTRA and CFTPA reserve the right to consult all other parties involved with the submitting project.
- **That there is no guarantee of final acceptance and approval by ACTRA and CFTPA.**
- That the Producer has agreed to abide by the terms and conditions of the AIP Guidelines.

Signature of Producer: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_