

## APPENDIX 14

### DECLARATION OF PARENT IN THE ENGAGEMENT OF MINORS

(see Article A2704 [a])

*Please read this form carefully as well as the section of the IPA setting out the minimum terms and conditions for the engagement of Minors in independently produced film and TV projects (the "IPA"). This agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the minor's Steward at your local ACTRA office. They are there to assist you.*

- 1) If your child is offered a Role in a film or television Production, you, as the Parent, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.
- 2) You have the ultimate responsibility for the health, education and welfare of your child in making decisions concerning your child with respect to his/her engagement in a Role in a film or television project. The better informed you are, the better informed decisions you will make.
- 3) Firstly, you must be familiar with the requirements of the Role your child is being considered for - this usually means reading the script. It may help you to speak to the Producer or Director to get a clear picture of what the Role entails.
- 4) Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
- 5) If your child is less than 16 years of age, you must accompany your child to or from the set or location and must be accessible while your child is on the set. If your child is 16 years of age or older, it is your right to be accessible at all times when your child is on set.
- 6) If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person has your confidence to act in your child's best interests. The appointment shall be in the form of Appendix 15 and must be completed in triplicate: one copy to be delivered to the Producer, one to ACTRA and one for you to keep.

- 7) As you may not be available at all times please fill out and return the emergency medical authorization form attached allowing the Producer to obtain emergency treatment when you cannot be contacted at once.
- 8) You are also responsible to ensure your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The Producer will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.
- 9) Article A2716 of the IPA provides that after a Minor's total lifetime remuneration reaches \$5,000, 25% percent of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA Performers' Rights Society, which shall hold such monies in trust for the Minor. Your child's engagement is subject to this provision.

10) The Minor

- ☐ is a resident of Canada within the meaning of the Income Tax Act of Canada
- ☐ is not a resident of Canada within the meaning of the Income Tax Act of Canada

If the residence of the Minor changes, I hereby undertake to promptly notify ACTRA PRS of the change.

Your signature on this form indicates that you have received a copy of the IPA. Please sign and date this form and deliver it to the Producer as soon as possible.

Date \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
(parent's signature)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type Parent's name)

\_\_\_\_\_  
(print or type witness name)

\_\_\_\_\_  
(print or type Minor's Name)

**APPENDIX 15**  
**APPOINTMENT AND CONSENT OF CHAPERON**  
**EMERGENCY MEDICAL AUTHORIZATION FORM**

(see Articles A2704[a] and A2708[c])

**Appointment of Chaperon**

To \_\_\_\_\_ (name of Producer)

Re \_\_\_\_\_ (name of Production)

1. I, \_\_\_\_\_ (name of Parent/custodian), am the Parent or legal custodian of \_\_\_\_\_ (name of Minor), who is under the age of sixteen.
2. I hereby appoint \_\_\_\_\_ (name of chaperon) to be the chaperon of the above noted Minor, my child, for all times that I am unable to accompany my child to or from the set, and to remain in attendance while my child is present on the set.

I agree to advise you if I will accompany my child instead of the chaperon at any time during the Production. I warrant that the chaperon I have appointed has my full authority and confidence to supervise and care for the above noted Minor during this production.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)

\_\_\_\_\_  
(Parent's telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(Print or type witness name)

## Consent of Chaperon

I, \_\_\_\_\_ (name of chaperon), have read and familiarized myself with the provisions of the current IPA relating to Minors (in particular, Article A2708) and the script with respect to the Role of \_\_\_\_\_ (name of Minor). I understand that my responsibility is to ensure that the best interests of the Minor in my care prevail at all times, and I consent to assume this responsibility. I warrant that I am at least twenty-one (21) years of age.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(chaperon's signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(chaperon's telephone number)

\_\_\_\_\_  
(print or type witness name)

## Emergency Medical Authorization form

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_,  
a child Performer, who is a Minor engaged under the terms of the IPA, and  
I hereby authorize the Producer or its designate to arrange for provision of medical treatment for  
my child in the event of an emergency. This authorization will be used only when I or another  
Parent of the child is unavailable to provide the consent.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Parent's signature)

\_\_\_\_\_  
(Parent's telephone number)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(print or type witness name)

**ACTRA****PRODUCER REMITTANCE REPORT FORM FOR MINOR'S TRUST DEDUCTIONS**

Article A2716 of the Independent Production Agreement reads as follows:

After a Minor's total lifetime remuneration reaches \$5,000, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000 level is reached.

For inquiries only contact: **prs@actra.ca**

Tel: (416) 489-1311

Toll Free: 1-800- 387-3516

Fax: (416) 489-1040

**Please remit this form together with payment(s) to the Stewarding ACTRA Branch in keeping with payroll obligations referred to in the IPA.**

Producer/Employer \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Date Principal Photography Commenced \_\_\_\_\_

(must be completed)

Payroll Period Ending \_\_\_\_\_

(must be completed)

Name of Program \_\_\_\_\_

(must be completed)

**FOR ACTRA OFFICE USE ONLY**

Cheque Number: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Date Received: \_\_\_\_\_ Branch: \_\_\_\_\_

List only the Minors employed during the above-indicated week for whom Minor's Trust deductions are due to ACTRA PRS.

SOCIAL INSURANCE NUMBER	LAST	PERFORMER'S NAME FIRST	INITIAL	PERFORMANCE CATEGORY	MINOR'S GROSS EARNINGS	Trust Deduction - 25% of Gross Earnings

Total Gross Compensation remitted to ACTRA: \$ \_\_\_\_\_

Late Penalty Charges (A3602): \$ \_\_\_\_\_

**PLEASE MAKE CHEQUE PAYABLE TO: ACTRA PERFORMERS' RIGHTS SOCIETY**

Only Producers who are signatory to the Independent Production Agreement ("IPA") are eligible to make contributions to ACTRA on behalf of the eligible Performers employed by such Producers. Any contributions submitted by a non-signatory Producer will not be accepted.

I certify that the above-named Employer is signatory to the IPA. By signing this agreement, Producer acknowledges that it has accepted and agreed to be bound by the IPA to which Producer is signatory. I further certify that the information contained herein is correct, and that all compensation subject to Minors' Trust deductions (25% of Gross Earnings) during the period covered has been reported herein.

Name and Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_