

AUDIO  
CODE  
2011

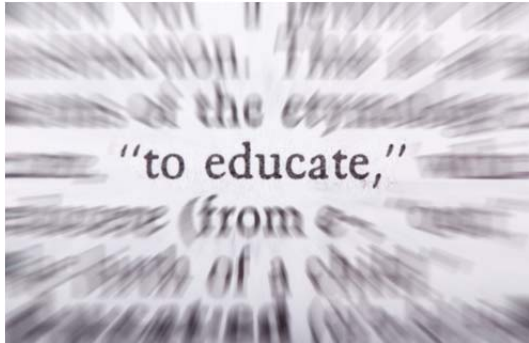


**ACTRA**

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## SECTION A - SCOPE, ADHERENCE, DEFINITIONS



### RECOGNITION, SCOPE AND APPLICATION

A101 The Engager recognizes ACTRA as the sole bargaining agent for Performers in the production of Audio Recordings, except those Performers engaged as instrumentalists, musicians, or a conductor of a band or orchestra.

- A102 This Code applies to all Performers participating in Audio Recordings, produced live or recorded by any means. It represents minimum rates, fees and working conditions. Nothing in this Code shall prohibit a Performer from negotiating or obtaining better rates and conditions of engagement than the minimum terms of the Code. A Performer engaged at better rates and conditions than minimum terms shall continue to have all the benefits and protections of this Code.
- A103 Audio recordings produced under this Code may not be part of an audio-visual work. If the audio recording is dependent on a visual recording, or is the sound or voice track for an audio-visual Production, the recording must be produced under the jurisdiction of an applicable collective agreement, such as the Independent Production Agreement (IPA).
- A104 In the event that this Code is silent in relation to new conditions of engagement, forms or techniques, a written request that ACTRA consider any new conditions of engagement of Performers shall be made to the National Executive Director or his/her delegate, and the Code may be amended accordingly.
- A105 Should an Engager wish to exploit a form of use in any type of medium for which terms and conditions are not specified in this Code, ACTRA and the Engager shall negotiate mutually acceptable terms and conditions prior to such exploitation.

### ADHERENCE TO THE CODE

- A201 The Engager agrees to sign a Letter of Adherence to the terms, rates and conditions of this Code when engaging Performers in the production of Audio Recordings. The Letter of Adherence is combined with the Performer contract and is attached as Appendix "A".
- A202 Once the Engager has executed a Letter of Adherence, such Letter constitutes a binding obligation on the part of the Engager or any companies which it now or in the future controls or manages to the terms, rates and conditions of this Code with respect to the Production.

**DEFINITION OF TERMS**

- A301 **Above-Minimum Fees:** a Performer's fee which is negotiated and contracted between the Performer and the Engager in excess of the minimum fees provided in this Code.
- A302 **Archival recordings:** Recordings made specifically for historical interest and record.
- A303 **Audition:** the auditioning of a Performer or a group of Performers for the purpose of determining the Performer's or Performers' suitability for a specified performance, and includes voice tests.
- A304 **Audio Book:** a recorded reading of a book or book condensation.
- A305 **Audio Guide:** a recording which provides an audio description of such things as museum exhibits or points of interest on walking tours. An Audio Guide may also accompany an in-house presentation of still pictures or graphics, e.g., a PowerPoint presentation.
- A306 **Audio Recording:** an audio-only Production, produced by fixing the recording on tape, disc, cassette, laser disc, CD-ROM, DVD, digital chip or any other similar physical format.
- A307 **Booking:** notification to a Performer and acceptance by the Performer of an engagement on a definite date or dates.
- A308 **Contracted Fee:** the fee for services contracted for the guaranteed work time specified in the contract of the individual Performer.
- A309 **Distribution:** the licensing, sale and/or marketing of an Audio Recording for use in one or more territories and/or one or more uses beyond the first use of the Audio Recording.
- A310 **E-Learning/Distance Learning:** a teaching and learning system carried out remotely by using electronic communication.
- A311 **Engager:** the individual, company, corporation, or organization that controls, administers, directs, and is responsible for the production of any Audio Recording, whether or not he, she, or it is or will be the copyright holder of the finished recording, or the authorized officers, employees, or agents of such individual, company, corporation, or organization.
- A312 **Gross Fees:** the total compensation paid to a Performer during production, not including monies paid by the Engager for expenses, such as per diem allowances or travel costs as agreed.

- A313 **Group Singer:** two (2) or more Performers engaged to sing together. The category of Group Singer shall be broken down into the following sub-categories:  
Group Singer Level 1: 2-6 Performers  
Group singer Level 2: 7-13 Performers  
Group singer Level 3: 14-20 Performers  
Group singer Level 4: 21 or more Performers
- A314 **In-House Audio Recording:** a recording produced to promote directly or indirectly the image of an organization or to promote or offer training or instruction in the use of its products or services.
- A315 **In-Transit Announcement:** an Audio Recording produced for in-transit information on public conveyances (e.g., in-flight safety).
- A316 **Line of Dialogue or Lyrics:** a line of script or lyrics of ten (10) words or less, including directed but unscripted dialogue or lyrics.
- A317 **Media:** all methods of content delivery currently known in the marketplace.
- A318 **Principal Performer:** a Performer engaged to speak or sing six (6) or more lines of dialogue or music, or a sole Performer engaged in an Audio Recording.
- A319 **Production:** an Audio Recording, regardless of the means of recording or the method of delivery.
- A320 **Program:** a single entity portraying one story or theme, or an episode in a series.
- A321 **Robo-call:** a telephone call that delivers a computerized, pre-recorded message.
- A322 **Role:** the part to be portrayed by the Performer as an individual characterization.
- A323 **Support Performer:** a performer engaged to speak or sing five (5) or fewer Lines of Dialogue or Lyrics.
- A324 **Telephony:** an Audio Recording in any format used to provide linear or non-linear instruction and/or entertainment for a telephone user (e.g., voice prompts for a telephone system).

**SECTION B – AUDIO BOOKS****B101 Minimum Fees**

Final length of book: five (5) minutes or less

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$300.00	2	\$100.00	\$225.00
Support Performer	\$250.00	2	\$100.00	\$187.50

Final length of book: six (6) to fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$400.00	2	\$100.00	\$300.00
Support Performer	\$350.00	2	\$100.00	\$262.50

Final length of book: more than fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$500.00	2	\$100.00	\$375.00
Support Performer	\$400.00	2	\$100.00	\$300.00

Crowd Sounds (walla)

Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
\$200.00	2	\$100.00	\$150.00

**B102 Subsequent Sessions** for the same book may be scheduled on days following the initial session. The fee for each subsequent session is a minimum of \$250, with two (2) hours of included work time. Additional work time is \$100 per hour.

If the final length of the book is more than one hundred and twenty (120) minutes, the subsequent session rates above shall not apply. The Performer shall be paid the rates outlined in B101, for a final book length of more than fifteen (15) minutes.

- B103 If more than one Performer is engaged on an Audio Book, and that Performer voices more than one character, then doubling provisions shall apply to each additional character.
- B104 **Performers Doubling** Performers who are engaged to perform in more than one Role or category shall receive an additional payment of 50% of the applicable fee for each additional Role or category.
- B105 **Rehearsal** If called for rehearsal in advance of a session, the Performer shall be paid for time spent in rehearsal at \$100 per hour, with a minimum two (2) hour call. If rehearsal occurs on the same day as a recording session, the time spent in rehearsal shall be deemed to be part of the work day.
- B106 **ADR** (Additional Dialogue Replacement) If called for ADR, the Performer shall be paid 50% of her or his applicable minimum fee. Such call shall include one (1) hour of work time.
- B107 If, in a Performer's judgement, she or he is unable to continue due to vocal strain, the Performer has the right to refuse additional work beyond the included work time.
- B108 **Discounts** Where the performer has been guaranteed payment for a specific number of books produced by the same engager, to be recorded within a period no longer than six months from the initial recording session to the last session, the following discounts apply:
- |          |              |
|----------|--------------|
| 10 books | 5% discount  |
| 15 books | 10% discount |
| 20 books | 15% discount |
| 25 books | 20% discount |
- In the event that the recordings are not completed within the six month period, discounts will not apply.
- B109 **Use** The initial use period is six (6) months in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is 100% of the Performer's Gross Fees, payable at the time of initial purchase or renewal.
- B109 **Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the

Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.



**SECTION C – AUDIO GUIDES**

**C101 Minimum Fees**



For a program of five (5) minutes or less

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$300.00	2	\$100.00	\$225.00
Support Performer	\$250.00	2	\$100.00	\$187.50

For a program of six (6) to fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$400.00	2	\$100.00	\$300.00
Support Performer	\$350.00	2	\$100.00	\$262.50

For a program of more than fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$500.00	2	\$100.00	\$375.00
Support Performer	\$400.00	2	\$100.00	\$300.00

**C102 Subsequent Sessions** for the same Production may be scheduled on days following the initial session. The fee for each subsequent session is a minimum of \$250, with two (2) hours included work time. Additional work time beyond the included work hours is \$100 per hour.

**C103 Performers Doubling** Performers who are engaged to perform in more than one Role or category shall receive an additional payment of 50% of the applicable fee for each additional Role or category.

- C104 **Rehearsal** If called for rehearsal in advance of a session, the Performer shall be paid for time spent in rehearsal at \$100 per hour, with a minimum two (2) hour call. If rehearsal occurs on the same day as a recording session, the time spent in rehearsal shall be deemed to be part of the work day.
- C105 **ADR** (Additional Dialogue Replacement) If called for ADR, the Performer shall be paid 50% of her or his applicable minimum fee. Such call shall include one (1) hour of work time.
- C106 If, in a Performer's judgement, she or he is unable to continue due to vocal strain, the Performer has the right to refuse additional work beyond the included work time.
- C107 **Use** The initial use period is one (1) year in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is 100% of the Performer's Gross Fees, payable at the time of initial purchase or renewal.
- C108 **Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.

**SECTION D – MUSIC AND CHORAL WORKS****D101 Minimum Fees**

Final length of recording: five (5) minutes or less

Category	Minimum Fee	Included Work Hours	Hourly Rate	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$300.00	2	\$150.00	\$100.00	\$225.00
Support Performer	\$250.00	2	\$125.00	\$80.00	\$187.50
Group Singer Level 1	\$175.00	2	\$87.50	\$70.00	\$131.25
Group Singer Level 2	\$150.00	2	\$75.00	\$60.00	\$112.50
Group Singer Level 3	\$125.00	2	\$62.50	\$50.00	\$93.75
Group Singer Level 4	\$100.00	2	\$50.00	\$40.00	\$75.00

Final length of recording: six (6) to fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Hourly Rate	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$400.00	2	\$200.00	\$100.00	\$300.00
Support Performer	\$350.00	2	\$175.00	\$80.00	\$262.50
Group Singer Level 1	\$250.00	2	\$125.00	\$70.00	\$187.50
Group Singer Level 2	\$225.00	2	\$112.50	\$60.00	\$168.75
Group Singer Level 3	\$175.00	2	\$87.50	\$50.00	\$131.25
Group Singer Level 4	\$150.00	2	\$75.00	\$40.00	\$112.50

Final length of recording: more than fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Hourly Rate	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$500.00	2	\$250.00	\$100.00	\$375.00
Support Performer	\$400.00	2	\$200.00	\$80.00	\$300.00
Group Singer Level 1	\$300.00	2	\$150.00	\$70.00	\$225.00
Group Singer Level 2	\$275.00	2	\$137.50	\$60.00	\$206.25
Group Singer Level 3	\$250.00	2	\$125.00	\$50.00	\$187.50
Group Singer Level 4	\$225.00	2	\$112.50	\$40.00	\$168.75

- D102 **Subsequent Sessions** for a finished recording of more than fifteen (15) minutes may be scheduled. The fee for each subsequent session is a minimum of \$250, with two (2) hours included work time. Additional work time beyond the included work hours is \$100.00 per hour.
- D103 **Performers Doubling** Performers who are engaged to perform in more than one Role or category shall receive an additional payment of fifty (50%) of the applicable fee for each additional Role or category.
- D104 **Rehearsal** If called for technical rehearsal in advance of a session, the Performer shall be paid for time spent in rehearsal at the Performer's contracted hourly rate, with a minimum two (2) hour call. If rehearsal occurs on the same day as a recording session, the time spent in rehearsal shall be deemed to be part of the work day.
- D105 **ADR** (Additional Dialogue Replacement) If called for ADR, the Performer shall be paid 50% of her or his applicable minimum fee. Such call shall include one (1) hour of work time.
- D106 Pro bono (without payment) community recordings, e.g., amateur, church and other volunteer-based choirs, which are sold within the group or distributed "in-house" for fundraising, or produced for archival purposes only, are excluded from this Code. ACTRA members must receive permission from ACTRA to participate in these types of recordings.
- D107 **Use** The initial use period is one (1) year in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal.

D108 **Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.



## SECTION E – E-LEARNING, DISTANCE LEARNING

### E101 Minimum Fees

For a program of five (5) minutes or less

Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
\$300.00	2	\$100.00	\$225.00

For a program of six (6) to fifteen (15) minutes

Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours)	Overtime (after 8 hours)
\$400.00	2	\$100.00	\$300.00

For a program of more than fifteen (15) minutes

Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours)	Overtime (after 8 hours)
\$500.00	2	\$100.00	\$375.00

- E102 **Subsequent Sessions** for the same Production may be scheduled on days following the initial session. The fee for each subsequent session is a minimum of \$250.00, with two (2) hours included work time. Additional work time beyond the included work time is \$100.00 per hour.
- E103 **Performers Doubling** Performers who are engaged to perform in more than one Role or category shall receive an additional payment of fifty percent (50%) of the applicable fee for each additional Role or category.
- E104 **Rehearsal** If called for rehearsal in advance of a session, the Performer shall be paid for time spent in rehearsal at \$100.00 per hour, with a minimum two (2) hour call. If rehearsal occurs on the same day as a recording session, the time spent in rehearsal shall be deemed to be part of the work day.
- E105 **ADR** (Additional Dialogue Replacement) If called for ADR, the Performer shall be paid 50% of her or his applicable minimum fee. Such call shall include one (1) hour of work time.
- E106 If, in a Performer's judgement, she or he is unable to continue due to vocal strain, the Performer has the right to refuse additional work beyond the minimum daily call.

**E107 Use**

- a) Non-revenue-generating: For programs that are not intended to generate revenue, the initial use period is four (4) years in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal.
- b) Revenue-generating: The initial use period is one (1) year in all media worldwide. Additional use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal.

**E107 Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.

## SECTION F – DRAMA, COMEDY, VARIETY, NEWS & CURRENT EVENTS



### F101 Minimum Fees

For a program of five (5) minutes or less

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$300.00	2	\$100.00	\$225.00
Support Performer	\$250.00	2	\$100.00	\$187.50

For a program of six (6) to fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours)	Overtime (after 8 hours)
Principal Performer	\$400.00	2	\$100.00	\$300.00
Support Performer	\$350.00	2	\$100.00	\$262.50

For a program of more than fifteen (15) minutes

Category	Minimum Fee	Included Work Hours	Additional Work Time (3-8 hours) paid per hour	Overtime (after 8 hours) paid per hour
Principal Performer	\$500.00	2	\$100.00	\$375.00
Support Performer	\$400.00	2	\$100.00	\$300.00

F102 **Subsequent Sessions** for a finished recording of more than fifteen (15) minutes may be scheduled. The fee for each subsequent session is \$250.00, with two (2) hours included work time. Additional work time beyond the included time is \$100.00 per hour.

F103 **Performers Doubling** Performers who are engaged to perform in more than one Role or category shall receive an additional payment of fifty percent (50%) of the applicable fee for each additional Role or category.

F104 **Rehearsal** If called for rehearsal in advance of a session, the Performer shall be paid for time spent in rehearsal at \$100.00 per hour with a minimum two (2) hour call. If rehearsal occurs on the same day as a recording session, the time spent in rehearsal shall be deemed to be part of the work day.



- F105 **ADR** (Additional Dialogue Replacement) If called for ADR, the Performer shall be paid 50% of her or his applicable minimum fee. Such call shall include one (1) hour of work time.
- F106 **Pilot Program** The minimum fee may be discounted by fifty percent (50%) for a pilot program. The use of a pilot program is limited to evaluation only and does not include broadcast in any medium. Should the pilot program become part of a series for broadcast in any medium, the Performer's fees shall be stepped up to one hundred percent (100%) of contracted fees, and appropriate use must be purchased.
- F107 **Discount for Multiple Episodes** Where a Performer is guaranteed a certain number of episodes, the following discounts apply:
- |             |              |
|-------------|--------------|
| 13 episodes | 5% discount  |
| 26 episodes | 10% discount |
| 60 episodes | 15% discount |

For the purposes of this clause, all recording sessions must take place within a period no longer than six (6) months from the initial recording session to the last session. In the event that the recordings are not completed within the six (6)-month period, discounts will not apply.

- F108 **Use** The initial use period is one (1) year in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal.
- F109 **Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.

**SECTION G – GPS, IN-HOUSE AND IN-TRANSIT  
ANNOUNCEMENTS, POLLING, RECORDED AND  
INTERACTIVE MESSAGING, ROBO-CALLS,  
TELEPHONY**



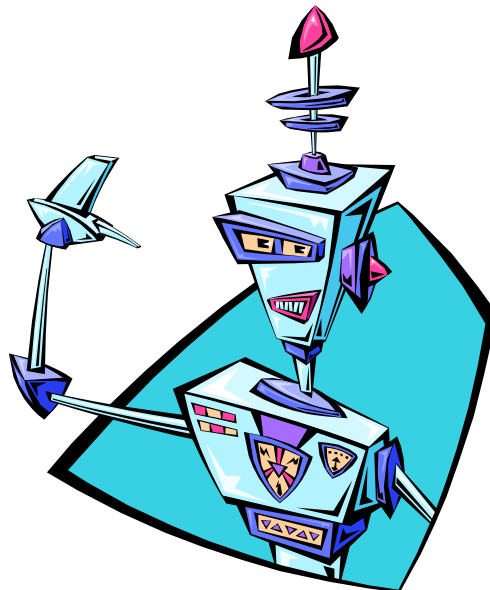
- G101 Session Fee and Work Time (Under six hundred [600] words/less than ten [10] prompts)** The minimum fee for a recording session is \$350.00, with a minimum call of one (1) hour. Should the Performer be required to work beyond the minimum call, the Session Fee will revert to the rate specified in G102.
- G102 Session Fee and Work Time (Over six hundred [600] words/more than ten [10] prompts)** The minimum fee for a recording session is \$700.00, with a minimum call of two (2) consecutive hours. Additional work time beyond the minimum call is \$350.00 per hour.
- G103** If, in a Performer's judgement, she or he is unable to continue due to vocal strain, the Performer has the right to refuse additional work beyond the minimum daily call.
- G104 Recall** for technical reasons: The Performer may be recalled for technical reasons. The fee for a technical recall is \$350.00 per hour with a one (1) hour minimum call. Additional work time beyond the minimum call is \$350.00 per hour. Fees paid for technical recall are not included in the calculation of use fees.
- G105 Recall for Updates** The Performer may be recalled to provide updates to the existing product. The fee for such a recall is \$350.00 per hour with a one (1) hour minimum call. Additional work time beyond the minimum call is \$350.00 per hour. Fees paid for update recall are included in the calculation of use fees.
- Should the Performer originally contracted be unavailable to record updates, a replacement Performer may be engaged. Such replacement Performer shall be contracted and paid the fees outlined in G101 or G102. Use fees shall apply.
- G106 Use** The initial use period is one (1) year in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal. In the event that updates were recorded within the initial use period, for the purposes of calculating use fees, the updates shall be considered to have been recorded at the same time as the original session.

If updates are recorded after the initial use period, use fees for the update session shall be calculated and paid on a pro-rated basis. For clarity, if updates are recorded during the first year of a four (4)-year use period, use fees for the updates shall be calculated

at seventy-five (75%), entitling the Engager to three (3) years' use. Similarly, for updates recorded during the second (2nd) year of a four (4)-year use period, use fees for the updates shall be calculated at fifty percent (50%). At the time a subsequent block of use is purchased, the amount of the Performer's Gross Fees shall be considered to include any fees paid for the recording of updates.

**G107 Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.

## SECTION H – AUDIO RECORDINGS FOR MERCHANDISE AND PRODUCTS FOR COMMERCIAL USE



- H101 Any merchandise or product not covered under other sections of this Code that includes a voice component is subject to the provisions of Section H. Examples include but are not limited to dolls or action figures and greeting cards. Engagers will discuss with ACTRA the product and its intended use to ensure that the Performer is contracted under the appropriate provisions of the Code.
- H102 **Session Fee and Work Time (Under six hundred [600] words/less than ten [10] Lines of Dialogue)** The minimum fee for a recording session is \$350.00, with a minimum call of one (1) hour. Should the Performer be required to work beyond the minimum call, the Session Fee will revert to the rate specified in H103.
- H103 **Session Fee and Work Time (Over six hundred [600] words/more than ten [10] Lines of Dialogue)** The minimum fee for a recording session is \$700.00, with a minimum call of two (2) consecutive hours. Additional work time beyond the minimum call is \$350.00 per hour.
- H104 If, in a Performer's judgement, she or he is unable to continue due to vocal strain, the Performer has the right to refuse additional work beyond the minimum daily call.
- H105 **Use** The initial use period is six (6) months in all media, worldwide. Further use may be purchased in four (4)-year blocks, each block to be renewed before the expiry of the previous block. The first four (4)-year block shall be purchased prior to the expiry of the initial use period. The cost of each block of use is one hundred percent (100%) of the Performer's Gross Fees, payable at the time of initial purchase or renewal.
- H106 **Assignment/Assumption of Rights** Should the Engager wish to sell or assign the rights to any Audio Recording produced under this Section to a third party, an Assignment and Assumption Agreement (Appendix 6) must be executed by both the Engager and the purchaser or assignee and filed with ACTRA. Until such time as a Transfer of Rights has been executed, the Engager is responsible for all payments due to Performers and ACTRA. Subsequent to executing a Transfer of Rights, the purchaser or assignee is responsible for all payments due to Performers and ACTRA.

## SECTION I – GENERAL CLAUSES

### UNFAIR ENGAGER



- I101 Failure by an Engager to abide by the terms, rates and conditions of this Code shall enable ACTRA to declare, by means of written notice, such Engager unfair. Such failures include, but are not limited to:
- i) refusal or failure to execute a Letter of Adherence
  - ii) failure to pay contracted fees, use fees, expenses, contributions, deductions and administration fees.
- I102 Should an Engager be declared unfair, ACTRA has the right to advise its members and the industry generally of the declaration.
- I103 Members of ACTRA may not work for an unfair Engager.

### OBLIGATIONS OF THE ENGAGER

- I201 **Preference of Audition and Engagement** shall be given to ACTRA members, including apprentice members.
- I202 All performers must be either ACTRA members, including apprentice members, or holders of a work permit or waiver issued by the ACTRA branch in whose jurisdiction the Audio Recording is being produced.
- I203 **Equal Opportunity Policy** The Engager will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation, disability, or national origin. The Engager is committed to inclusive casting policies that are based on ability and the requirements of a particular role.
- I204 **Freedom from Harassment** The Engager shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment. Should a Performer (the Complainant) believe she or he has been harassed, the Performer will inform the Engager, and has the right to report the incident to a representative of ACTRA. The ACTRA representative will meet immediately with the Engager and the Respondent (the individual whose behaviour is in question) in an effort to resolve the situation.
- If the Complainant is not satisfied that the situation has been resolved, she or he may request that the issue be referred to a Joint Standing Committee. The Respondent may be called to appear before the Committee.

Should the Committee find the complaint justified, it may impose a remedy, including, but not limited to, reassignment of the Respondent, or payment of compensation to the Complainant by the Respondent. The Committee may only impose a remedy that affects the Complainant and/or the Respondent and not any other person.

1205 **Contracting** Each engagement must be confirmed by a written contract (Appendix #), provided to the Performer before or on the day of Production prior to the recording. The Engager must file a copy of each contract with the local ACTRA branch.

1206 The Performer has the right to negotiate terms, rates, and conditions in excess of the minimums provided in this Code. The Engager may not issue oral and/or written notices advising that minimum fees only are being offered.

1207 ACTRA has the right to appoint a steward responsible for ensuring the application of the provisions of this Code. The steward shall have access to the studio/location where the Audio Recording is taking place. Performers have the right to seek information and advice from ACTRA in connection with any engagement under this Code.

1208 **Production Information** Prior to the first work session, the Engager must inform ACTRA of the following:

- i) the date(s), time, and location of the session(s)
- ii) name of the Engager
- iii) title and type of the Production
- iv) cast list (including non-ACTRA members for whom work permits are required)
- v) audition sign-in sheets

Should any of the above information change during the production of the Audio Recording, the Engager shall inform ACTRA.

1209 The Engager is responsible for filling out a Performer Work Report (Appendix #), for each work session. The Engager and the Performer shall each sign the Work Report.

1210 **Production Records** After completion of the work session(s), the Engager is responsible for supplying the following information to ACTRA:

- i) final cast list
- ii) date(s) of work sessions
- iii) amounts paid to Performer(s)
- iv) Performer Work Reports
- v) name of the Audio Recording and episode number if applicable
- vi) whether additional use has been purchased

## EXTRAORDINARY CIRCUMSTANCES

I301 **Extraordinary Circumstances** In extraordinary circumstances the conditions provided in this Code may be modified by permission of ACTRA. An Engager intending to produce a program that requires special consideration, because the nature of the program is such that the provisions of the Code were not designed to cover it, may submit an application in writing to ACTRA in advance of the production. The application shall fully outline the circumstances and remedy sought.

## QUALIFICATIONS OF PERFORMERS

I401 **Work Permits** If the Engager is able to satisfy ACTRA that there is no member (including apprentice members) suitable for the Audio Recording, he or she may apply for a work permit for a non-member. The application should be made to the ACTRA branch in which the recording is taking place, at least two (2) days before the session begins.

- a) A work permit for a Canadian citizen or landed immigrant is \$100.00 per Audio Recording.
- b) A granting of a work permit for a non-Canadian must be approved by the National Executive Director or his delegate. The cost is \$225.00 per Audio Recording.
- c) The granting of a work permits for a member of Union des Artistes (UdA) is governed by the reciprocal agreement between ACTRA and UdA, but the terms and conditions of this Code will apply to the engagement.

During the life of this Code, ACTRA may amend the cost of work permits.

I402 **Artistic Competence** The Producer assumes the risk of artistic competence of any Performer she or he engages.

### I403 **Auditions**

- a) Performers must sign a sign-in sheet provided by the Engager. The sign-in sheet(s) shall be forwarded to the local ACTRA branch after the Auditions are complete.
- b) Performers are not required to learn special material for an Audition.
- c) No fee is necessary for an audition or the first callback. For second (2nd) or subsequent callbacks, the Performer shall be paid a fee of \$68.25 per hour or part thereof.
- d) If a Performer is detained at an Audition or callback for more than one (1) hour, she or he shall be paid for all time over that hour at \$41.00 per hour or part thereof.
- e) If a Performer is required to read lines from a script at the Audition or callback, the script must be available to the Performer at least one (1) day prior to the Audition or callback.

## PAYMENTS TO PERFORMERS AND ACTRA

- I501 Payments are due to the Performer and ACTRA within fifteen (15) calendar days following the engagement.
- I502 If the Engager or his or her delegate is late (more than fifteen [15] calendar days) with payments to a Performer and/or ACTRA, a late payment fee of \$5.00 per day per Performer and/or ACTRA is payable, until such time as the Performer and/or ACTRA receives the payment.

## SECURITY FOR PAYMENT

- I601 ACTRA reserves the right to require the Engager to post a bond in the form of cash or Letter of Credit to ensure payments to Performers. Once the Engager's obligations under this Code have been fulfilled, ACTRA will return the bond, less any amounts in dispute.

## WORKING CONDITIONS

- I701 **Work Day and Overtime** The length of a session and additional work hours on the same day may amount to a total of eight (8) consecutive hours, excluding a meal break. Should a Performer work more than eight (8) consecutive hours on any one day, any hours in excess of eight (8) shall be paid at one and one-half (1½) times the hourly rate specified for the type of Audio Recording. A work day starting on one calendar day and continuing into the next shall be deemed to be one (1) work day, namely, that day on which work started.
- I702 **Rest Between Days (Turnaround)** If not given a rest period of eleven (11) hours between the end of one work day and the beginning of the next, a Performer shall be paid at two (2) times his or her contracted hourly rate for any hours that encroach on the rest period.
- I703 **Rest Period** A Performer shall be given at least a five (5)-minute rest period during each hour of work. These rest periods cannot be accumulated and given at the beginning or end of the session.
- I704 **Meal Periods**
- a) A Performer shall be given a one (1)-hour meal period after completing five (5) hours of work. This meal break is not paid and is not considered work time.
  - b) If a Performer agrees to work during the meal period, she or he shall be paid two (2) times his or her contracted hourly rate, in addition to the hourly rate she or he is being paid for the work (a total of three hundred percent [300%]), in half-hour increments. This penalty shall continue to be paid until the Performer receives a meal break.



- c) If work continues beyond eight (8) hours, there shall be a one (1)-hour meal break scheduled after each four (4) hours of overtime.

1705 **Facilities** The Engager shall provide the following at any studio or location where a Performer is called to work:

- a) an adequate supply of pure drinking water;
- b) a suitable seat for each Performer during rest periods;
- c) a stretcher or cot suitable for use as a stretcher;
- d) a smoke-free environment;
- e) clean and accessible toilets and washrooms.

1706 **Travel and Expenses** If a Performer is required to travel beyond a forty (40) kilometre radius from the city centre, he or she will be entitled to:

- a) actual travel expenses (authorized by the Engager) on scheduled carriers, including economy air, first class rail fare, bus or taxi, or an automobile mileage allowance as negotiated between the Engager and Performer;
- b) actual costs of reasonable and appropriate accommodations;
- c) a per diem allowance of \$65 to cover all personal expenses. If meals are provided by the Engager, the per diem allowance may be reduced as follows:
  - i) Breakfast \$15
  - ii) Lunch \$20
  - iii) Dinner \$30

If a Performer is required to travel within a forty (40) kilometre radius from the city centre, the Engager must ensure that public transportation is available. If public transportation is unavailable, subject to the Engager's authorization, the cost of taxi transportation from the Performer's residence to the recording location and return, shall be paid by the Engager. If travel from the Performer's residence to the recording location by the quickest means of surface public transportation takes more than one (1) hour, the Engager shall provide transportation.

## POSTPONEMENTS AND CANCELLATIONS

1801 **Change in Scheduled Day** If an engagement is rescheduled to another day and the Performer is given notice

- a) less than twenty-four (24) hours before the original call time, the Performer shall be paid in full his or her contracted fee for the original day;
- b) less than thirty-six (36) but more than twenty-four (24) hours before the original call time, the Performer shall be paid 50% of his or her contracted fee for the original day;
- c) more than thirty-six (36) hours before the original call time, no payment is due to the Performer for the original day.

If a change in the scheduled day conflicts with any other confirmed engagement, the Performer shall be paid in full for the engagement the Performer is unable to fulfill. If a

contract has not yet been issued for an engagement when a notice of change is issued, the Performer shall be paid her or his verbally agreed upon fee as set out above.

#### 1802 **Cancellation**

- a) If a scheduled day(s) is cancelled, the Performer shall be paid in full his or her contracted fee for such day(s).
- b) If a Production is cancelled for any reason, the Engager is not required to pay the Performer, provided that notice of cancellation has been given to the Performer and the local ACTRA branch at least one (1) week in advance of the first scheduled call.

### **MINORS**

- 1901 **Preamble** ACTRA and the Engager recognize the special situation that arises when Minors are engaged in the workplace. Both parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. The conditions of this article apply to the engagement of children under the age of 18 ("Minors"). ACTRA and the Engager agree that they shall be guided in all respects by what is in the best interests of the Minor. Although the following special provisions apply only to Minors, Minors are also subject to and shall benefit from the terms and conditions specified elsewhere in this Code. In the event of a conflict between this Article and the other terms of this Code, the terms of this Article shall prevail.
- 1902 Calls for auditions, interviews, voice tests and production conferences for Minors shall be after school hours. Calls for actual production are not limited to after-school hours.
- 1903 **Presence of Parent** A parent or legal guardian of a Minor under 16 must be at the recording location and accessible at all times to the Minor. If a parent or legal guardian is unable to be present, a responsible Chaperon (who must be 21 or older and not an employee of the Engager or another cast member) must be appointed by the parents to assume full supervision of the Minor. The parent shall familiarize herself or himself with the requirements of the Role and shall provide an executed copy of the Declaration of Parent in the Engagement of a Minor (Appendix #). This Declaration is to be attached to the Performer Contract.
- 1904 **Appointment of Chaperon and Medical Authorization Forms** (Appendix # and #) are to be completed by a Parent prior to the beginning of the recording session. Such forms are to be attached to the Performer Contract.
- 1905 **Overnight Location** A Minor who is required to be away from home at an overnight location must be accompanied by a parent or chaperon. The parent or chaperon will be compensated for expenses and per diems as provided in this Code.

- 1906 **Rest Time** Sessions for Minors must be scheduled in the following manner:
- |                       |                                                            |
|-----------------------|------------------------------------------------------------|
| under 2 years         | 15 consecutive minutes of work<br>minimum break 20 minutes |
| 3-5 years inclusive   | 30 consecutive minutes of work<br>minimum break 15 minutes |
| 6-11 years inclusive  | 45 consecutive minutes of work<br>minimum break 10 minutes |
| 12-15 years inclusive | 60 consecutive minutes of work<br>minimum break 10 minutes |
- 1907 **Work Time and Rest Between Days (Turnaround)** For Minors under 16 the length of a session plus additional work hours and overtime may not exceed eight (8) hours (excluding meal period). Rest between days must be a minimum of twelve (12) hours between the time a Minor arrives home and the time she or he leaves home for the next call.
- 1908 **Minors' Trust** Once a Minor's total lifetime earnings reach \$5,000.00, twenty-five percent (25%) of the Minor's gross fees are to be withheld and remitted to ACTRA Performers Rights Society (APRS), which will hold the monies in trust for the Minor. APRS will keep track of the Minor's earnings to determine when the \$5,000.00 limit is reached. In British Columbia, the twenty-five percent (25%) Minors' Trust deduction is to be remitted to the Public Trustee of British Columbia.

## ADMINISTRATION FEES

- I1001 The Engager agrees to remit to ACTRA a sum equal to two and one-half percent (2 ½%) of the gross fees paid to all Performers on the Production. Two percent (2%) of this amount is used to defray the costs of ACTRA administration, and the remaining half percent (½%) is a Benefits Administration Fee (BAF). These monies must be remitted at the same time as payments are made to the Performers.
- I1002 **ACTRA PRS (Performers Rights Society) Administration Fee** Should the Engager purchase additional periods of use, in addition to the administration fees noted above, a further half percent (½%) of the gross fees paid to all Performers on the Production shall be remitted.

## CONTRIBUTIONS AND DEDUCTIONS

- I1101 **For ACTRA members**
- a) **Insurance and Retirement** The Engager shall contribute a total amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is an ACTRA member. This remittance will be divided equally between the Performer's Insurance and Retirement accounts.

- b) **Deduction from Performer's Fees** The Engager shall deduct and remit to ACTRA an amount equal to four percent (4%) of the Gross Fees paid to each Performer who is an ACTRA member. This deduction will be credited to the Performer's Retirement account.
- c) **Dues Deductions** The Engager shall deduct and remit to ACTRA an amount equal to two and one-quarter percent (2 ¼%) of the Gross Fees paid to each Performer who is an ACTRA member for ACTRA dues. During the life of this Code, ACTRA may amend the percentage of this deduction.

**I1102 For apprentice members and non-members (work permittees)**

In order to equalize payments and deductions between ACTRA members and non-members, the Engager shall

- a) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including apprentices and temporary members (work permittees); and
- b) deduct and remit to ACTRA an amount equal to four (4%) of the apprentices' and work permittees' Gross Fees

Equalization payments and deductions may be used by the Union of British Columbia Performers or ACTRA for such purposes as they may determine.

**I1103 Payment** All contributions, deductions, equalization payments, and administration fees are payable at the same time as the Performer's fees, and must be reported on the Performer Contract. Payment is to be made to:

- i) the Union of British Columbia Performers, for Productions produced in the province of British Columbia; and
- ii) ACTRA, in the case of all other Productions.

**EXCERPTS**

**I1201** The use of an excerpt from an existing Program into a new Program requires a payment to the Performer of no less than the current minimum fee for the new Program, including applicable use fees.

**CANADIAN ACTORS' EQUITY ASSOCIATION**

**I1301** The terms and conditions of the ACTRA/Canadian Actors' Equity Association Reciprocal Agreement shall apply in all instances where an Audio Recording is produced to be used in conjunction with an Equity stage production.

**CREDITS**

- I1401 **Performer Credits** At the end of each Audio Recording, Performer credits shall be given, e.g., a cast of characters naming the Performers and Roles played. Such credits shall also be printed on the packaging for the Audio Recording.
- I1402 **ACTRA Logo** Wherever possible, the ACTRA logo shall be placed on the packaging for any Audio Recording produced under this Code.

# Appendix 1

## Performer Contract/Engager Letter Of Adherence



### PERFORMER CONTRACT/ENGAGER LETTER OF ADHERENCE TO THE CODE OF FEES AND CONDITIONS FOR PERFORMERS IN AUDIO RECORDINGS ("THE AUDIO CODE")

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ENGAGER _____ <small>NAME OF COMPANY</small>	ENGAGER'S AUTHORISED REPRESENTATIVE _____ <small>NAME</small>
ADDRESS _____ _____ _____	TITLE _____  TELEPHONE _____ EMAIL _____

CONTRACTS WITH \_\_\_\_\_ TO SUPPLY THE SERVICES OF  
PERFORMING COMPANY, IF APPLICABLE

PERFORMER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
NAME

S.I.N. \_\_\_\_\_ ACTRA NO. \_\_\_\_\_

AGE (if under 18 years) \_\_\_\_\_ LEGAL GUARDIAN \_\_\_\_\_ G.S.T./H.S.T. NO. \_\_\_\_\_ Q.S.T. NO. \_\_\_\_\_

AGENT \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

---

#### NATURE OF PRODUCTION

- |                                                                     |                                                                                                                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> SECTION B - AUDIO BOOKS                    | <input type="checkbox"/> SECTION F - DRAMA, COMEDY, VARIETY,<br>NEWS & CURRENT EVENTS                                                                 |
| <input type="checkbox"/> SECTION C - AUDIO GUIDES                   | <input type="checkbox"/> SECTION G - GPS, IN-HOUSE & IN-TRANSIT ANNOUNCEMENTS,<br>POLLING, RECORDED & INTERACTIVE MESSAGING,<br>ROBO-CALLS, TELEPHONY |
| <input type="checkbox"/> SECTION D - MUSIC & CHORAL WORKS           | <input type="checkbox"/> SECTION H - MERCHANDISE,<br>PRODUCTS FOR COMMERCIAL USE                                                                      |
| <input type="checkbox"/> SECTION E - E-LEARNING & DISTANCE LEARNING |                                                                                                                                                       |

TITLE OF PRODUCTION/PROGRAM \_\_\_\_\_ LENGTH OF PRODUCTION/PROGRAM \_\_\_\_\_

IF SERIES, TOTAL NO. OF EPISODES \_\_\_\_\_ EPISODE TITLES AND/OR NUMBERS \_\_\_\_\_

\_\_\_\_\_ NO. OF EPISODES GUARANTEED TO PERFORMER \_\_\_\_\_

---

#### NATURE OF ENGAGEMENT

ROLE \_\_\_\_\_ PERFORMANCE CATEGORY \_\_\_\_\_ NO. OF DOUBLES \_\_\_\_\_

DATE(S) OF ENGAGEMENT \_\_\_\_\_

REHEARSAL DATE(S) \_\_\_\_\_

FEES: SESSION \_\_\_\_\_ HOURLY \_\_\_\_\_ OVERTIME \_\_\_\_\_ SUBSEQUENT SESSION \_\_\_\_\_ REHEARSAL \_\_\_\_\_

OTHER CONTRACTUAL OBLIGATIONS \_\_\_\_\_

---

The Engager acknowledges that the Performer is a member of the Alliance of Canadian Cinema, Television and Radio Artists ("ACTRA"); and as such, the Performer has an obligation to work in conformity with the guidelines, rules and codes promulgated by ACTRA, including the terms and conditions contained in ACTRA's Audio Code (the "Code"), which is available for review, download and print at the ACTRA website [www.actra.ca](http://www.actra.ca). The Engager agrees that the engagement of the Performer in the Production shall be subject to the terms and conditions contained in this Letter of Adherence, and in the Code. Such terms and conditions include (amongst other terms), the requirement for the owner of the title to the Production to grant a security interest to ACTRA's agent - the ACTRA Performers' Rights Society ("ACTRA PRS"). Such security interest is granted to ACTRA PRS to guarantee the Engager's obligation to pay all fees and rates required under the Code, including without limitation, the fees specified in the Remittance Report (annexed to this Performer Contract/Letter of Adherence as Schedule "A"), and the "Security Agreement" (annexed as Exhibit 'A'). This Letter of Adherence and the Code constitute the entire agreement between the Engager and the Performer respecting the Performer's performance in the Production and supersedes all prior agreements, understandings, and discussions, whether oral or written, between the Engager and the Performer concerning the Performer's performance in the Production. It is expressly agreed that nothing in this Letter of Adherence shall obligate the Performer nor subject the Performer to accept remuneration or working conditions in any way less than or inferior to the minimum standards for remuneration and working conditions specified in the Code.

---

_____ <small>NAME OF ENGAGER OR ENGAGER'S REPRESENTATIVE (PLEASE PRINT)</small>	_____ <small>SIGNATURE OF PERFORMER</small>
_____ <small>SIGNATURE OF ENGAGER OR ENGAGER'S REPRESENTATIVE</small>	_____ <small>DATE</small>
_____ <small>DATE</small>	

SEND ONE COPY TO THE LOCAL ACTRA OFFICE WITHIN 24 HOURS OF SIGNING  
GIVE ONE COPY TO PERFORMER

Appendix 2
Schedule "A"
Work Report/Remittance Statement



AUDIO CODE
Schedule "A"
Work Report/Remittance Statement

WORK REPORT

PRODUCTION TITLE \_\_\_\_\_ EPISODE NAME/NO. \_\_\_\_\_
PERFORMER NAME \_\_\_\_\_ ACTRA NO. OR PERMIT NO. \_\_\_\_\_
DATE \_\_\_\_\_ TYPE OF WORK \_\_\_\_\_ CALL TIME \_\_\_\_\_ WRAP TIME \_\_\_\_\_ ENGAGER INITIALS \_\_\_\_\_ PERFORMER INITIALS \_\_\_\_\_

REMITTANCE STATEMENT

- 1. CHEQUE #1 - PERFORMER FEE (REMIT DIRECTLY TO PERFORMER)
(A) PERFORMER'S GROSS FEE
(B) 2.25% MEMBER DUES DEDUCTION
(C) 4% MEMBER I&R/NON-MEMBER EQUALIZATION DEDUCTION
(D) 25% MINORS TRUST DEDUCTION (IF APPLICABLE)\*

NET FEE PAYABLE TO PERFORMER (IF APPLICABLE, INCLUDE HST/GST/QST CALCULATED ON PERFORMERS GROSS FEE + 12 %) [ ]

- 2. CHEQUE #2 - REMITTANCE TO ACTRA
(A) ACTRA ADMINISTRATION FEE (2% OF PERFORMER'S GROSS FEE - FROM 1.A ABOVE)
(B) HST/GST/QST (CALCULATED ON ACTRA ADMINISTRATION FEE)
(C) BENEFITS ADMINISTRATION FEE (.5% OF PERFORMER'S GROSS FEE - FROM 1.A ABOVE)
(D) 2.25% MEMBER DUES DEDUCTION (FROM 1.A ABOVE)
(E) ENGAGER I&R/EQUALIZATION CONTRIBUTION (12% OF PERFORMER'S GROSS FEE - FROM 1.A ABOVE)
(F) 4% PERFORMER I&R/EQUALIZATION DEDUCTION (FROM 1.C ABOVE)

TOTAL [ ]

\*IF MINORS TRUST DEDUCTION IS APPLICABLE, REMIT SEPARATE CHEQUE TO ACTRA PRS, ACCOMPANIED BY MINORS TRUST REMITTANCE REPORT

ACTRA HST NO.
ACTRA GST NO. R134385111
ACTRA QST NO. 1006293090TQ0001

SEND ONE COPY TO THE LOCAL ACTRA OFFICE WITH REMITTANCE CHEQUE
ENCLOSE ONE COPY WITH PERFORMER'S CHEQUE

## Appendix 3

### Exhibit "A" SECURITY AGREEMENT

**THIS AGREEMENT** made as of this      day of                      , 20      between **ACTRA Performers' Rights Society ("APRS")** and                      (the "[Engager] or [Producer, if the Engager is not the title owner]").

**WHEREAS** the Engager has engaged the services of                      (the "**Performer**") pursuant to the agreement made between the Engager and the Performer dated                      , 2011 (the "**Performer Contract/Letter of Adherence**"),

**AND WHEREAS** the Engager has agreed in the Letter of Adherence to be bound by the ACTRA Code of fees, rates, and conditions for performers in audio recordings (the "**Code**"),

**AND WHEREAS** pursuant to the Code, it is a condition of the Performer's engagement that the owner of the title to the Production shall provide security to ACTRA to secure all of the Engager's Use (as defined in the Code) obligations under the Code, including the Insurance, Retirement and Administration payments related to the Audio Recording, and any Use or Residual Fees (as those terms are defined in the Code),

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES** and other good and valuable consideration, the receipt and sufficiency of which the Engager hereby acknowledges and agrees,

1. **Definitions:** Each capitalized term in this Agreement, unless the context requires otherwise, shall have the meaning ascribed to such term in the Code.
2. **Grant of Security Interest:** As a general and continuing security for the payment of all sums, rates, fees and other amounts payable by the Engager under the Code and the Letter of Adherence (and every other Letter of Adherence executed by the Engager), the Engager hereby irrevocably grants, assigns, mortgages, conveys and transfers to and creates a security interest in favour of ACTRA in all of the "**Collateral**".

**The Engager's Representations and Warranties:** The Engager hereby represents, warrants and agrees with ACTRA as follows: (i) the Engager is now, or as to the Collateral acquired after the execution of this Agreement, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; (ii) the Engager's chief executive office, its principal and all other places of business, and the location where it keeps its books and records are listed on Schedule "A" to this Agreement; (iii) the Engager has full power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this agreement; (iv) the Engager shall provide notification to ACTRA promptly of any change in the Collateral or the information contained in Schedule "A" to this Agreement; (v) the Engager while not in default, may use, enjoy and deal with the Collateral in the ordinary course of the Engager's business in any manner not inconsistent with this Agreement; and (vi) to pay all expenses, including all solicitors' fees and disbursements on a solicitor and his client



basis, and the Receiver's fees and disbursements incurred by ACTRA or its agents in connection with the enforcement of this Agreement, as obligations secured by this Agreement, forthwith upon demand.

3. **Default by the Engager:** If the Engager defaults in the payment of any amount owing to ACTRA or fails to perform any of the covenants and agreements in this Agreement or in any other agreement between the Engager and ACTRA, then ACTRA may, at its option, pursue any one or more of the Remedies.

4. **Attachment:** The Engager acknowledges that value has been given and ACTRA has rights in the Collateral in which the Engager has an interest upon the execution of this Agreement. The Engager and ACTRA have not agreed to postpone the time for attachment of the security interest and the security interest is intended to attach, as to the Collateral in which the Engager has an interest at the time the Engager executes this Agreement, forthwith upon the Engager's execution, and as to the Collateral in which the Engager acquires an interest after the execution of this Agreement, when the Engager acquires a right or interest.

5. **Entire Agreement:** This Agreement and the Code and the Letter of Adherence constitute the entire agreement between the Engager and ACTRA about the Collateral, and the Engager obligations to ACTRA. There are no representations, collateral agreements or conditions by or between the Engager and ACTRA other than expressed in this Agreement. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

6. **Notice:** Any notice, request or other communication required or permitted by this Agreement shall be in writing and is sufficiently given by the Engager or ACTRA if delivered to the other personally, by prepaid courier service, or if transmitted by facsimile to the address set out in Schedule "A" to this Agreement. Notice sent by courier, transmitted by facsimile or delivered personally shall be deemed given on the day of delivery or transmission if such delivery or transmission is prior to 3:00 p.m. local time on a business day, otherwise delivery will be deemed the business day next following the date of such delivery or transmission. In this Agreement a '**business day**' is a day other than a Saturday, Sunday or day when the commercial banks in Toronto are not open for business.

7. **Successors and Assigns:** This Agreement and everything in this Agreement shall extend to, bind and may be taken advantage of by the respective successors and assigns, as the case may be, of ACTRA and the Engager. This Agreement may not be assigned by the Engager.

8. **Receipt:** The Engager by this Agreement acknowledges receipt of a true copy of this Agreement.

The Engager has executed this Agreement, the day and year first above written.

**[Engager]**

Per: \_\_\_\_\_

Name:

Title:

## Schedule "A" SECURITY AGREEMENT

### ADDRESSES OF PLACES OF BUSINESS OF DEBTOR WHERE ALL OR PART OF THE COLLATERAL MAY BE FOUND

Engager's Chief Executive Office, Principal Place of Business and facsimile number:

Engager's other Places of Business:

Other Locations of the Collateral:

ACTRA'S Address and facsimile number:

## Appendix 4

### Declaration of Parent in the Engagement of Minors

*Please read this form carefully, as well as the section of the Code setting out the minimum terms and conditions for the engagement of Minors in independently produced Audio Recordings. This Code is available at the ACTRA website ([www.actra.ca](http://www.actra.ca)) for download and printing. In addition, if you have any questions they should be directed to the Minors' Steward at your local ACTRA office.*

1. If your child is offered a Role in an Audio Recording, you, as the Parent, are required to complete and sign this form and return it to the Engager 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 an Audio Recording.
3. If your child is less than sixteen (16) years of age, you must accompany your child to or from the studio or location and must be accessible while your child is in the studio. If your child is sixteen (16) years of age or older, it is your right to be accessible at all times when your child is in the studio.
4. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person have your confidence to act in your child's best interests. The appointment shall be in the form of Appendix 5 and must be completed in triplicate, one copy to be delivered to the Engager, one to ACTRA, and one for you to keep.
5. As you may not be available at all times, please fill out and return the Emergency Medical Authorization form attached, allowing the Engager to obtain emergency treatment when you cannot be contacted at once.
6. Article 1908 of the Code provides that after a Minor's total lifetime remuneration reaches \$5,000, twenty-five percent (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 Performers' Rights Society, which shall hold such monies in trust for the Minor. Your child's engagement is subject to this provision.

7. 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 the ACTRA Performers' Rights Society of the change.

Please sign and date this form and deliver it to the Engager as soon as possible.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

**Appendix 5**  
**Appointment and Consent of Guardian;**  
**Emergency Medical Authorisation Form**

**Appointment of Chaperon**

To: \_\_\_\_\_  
 (name of Engager)

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)

### Consent of Chaperon

I, \_\_\_\_\_ (name of chaperon), have read and familiarized myself with the provisions of the Code relating to Minors (in particular, Article 1908) 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)

\_\_\_\_\_

\_\_\_\_\_

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

## Emergency Medical Authorization Form

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_,  
a child Performer, who is a Minor engaged under the terms of the Code, and I hereby authorize  
the Engager 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)

## Appendix 6 Assignment and Assumption Agreement

Engager: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Engager's Authorised Representative: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Production Title: \_\_\_\_\_

Assignee: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Assignee's Authorised Representative: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Performer Contract/Letter of Adherence made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Performer: \_\_\_\_\_

**WHEREAS** the Assignee being the owner and/or assignee of all right, title and interest in the Production, wishes also to obtain the rights of the Engager in the Letter of Adherence and to assume all obligations of the Engager in connection with the Letter of Adherence,

**NOW THEREFORE**, in consideration of such assignment and assumption, the covenants and agreements contained in this Assignment and Assumption and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Engager, the Assignee, and ACTRA Performers' Rights Society ("ACTRA PRS"), the agent of the Alliance

of Canadian Cinema, Television and Radio Artists ("ACTRA"):

The Engager does hereby grant and assign unto the Assignee all right, title and interest in and to the Performer Contract/Letter of Adherence and the Assignee hereby covenants and agrees that it shall bound by all the provisions of the Performer Contract/Letter of Adherence and the Code (as defined below).

The Assignee acknowledges the Performer is a member of ACTRA, whose conduct, rights and obligations are subject to the guidelines, rules and codes promulgated by ACTRA, from time to time, including without limitation the terms and conditions contained in ACTRA's Audio Code (the "Code"), and therefore the Assignee agrees to comply with the terms and conditions contained in the Code (which is available for review, download and print at the ACTRA website www. actra.ca/) including, without limitation, to be bound by the existing grant of a security interest to ACTRA's agent, ACTRA PRS, if any, in the Production, or at the request of ACTRA PRS to grant a security interest in the Production to ACTRA PRS to secure payment of the fees referred to in the Performer Contract/Letter of Adherence.

In consideration for the assumption by the Assignee of the obligations of the Engager under the Performer Contract/Letter of Adherence, ACTRA PRS hereby releases and discharges the Engager from all such obligations howsoever arising after the date of this Assignment and Assumption.

Engager

Assignee

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
date

ACTRA PRS

\_\_\_\_\_  
signature

\_\_\_\_\_  
date