


Performers should be provided with a contract at least 48 hours prior to the commencement of work .

Fully executed copies are to be sent to ACTRA.



ACTRA

PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION

Engager #:
Contract#:

Production Company:
with offices at: Phone:
Represented by: Title:
(Name)
contracts with: to provide the services of:
(performing company, if applicable)
Address:
Phone: SIN: ACTRA/Work Permit No.: GST/HST No.: QST No.:
Age (if a Minor) Legal Guardian:
(Name of Agent/Representative) (Address)
(Phone) (email)

IN THE PRODUCTION ENTITLED

NATURE OF PRODUCTION

Indicate Declared Use -

☐ Theatrical

☐ Cable TV

☐ New Media

☐ Lifestyle/Fact-based

☐ Free Television

☐ Compact Devices

☐ Documentary

☐ Non-theatrical

☐ Pay Television

☐ Educational Television

☐ Industrial

☐ Other

Length of Production in Minutes: If Series, total no. of episodes: No. of episodes guaranteed to Performer:
Episode Titles and/or numbers: ISAN No.:

NATURE OF ENGAGEMENT

Role: Performance Category: No. of Doubles:
Rehearsal Date(s): No. of Guaranteed Days:
Dates of Engagement : (specify day, month, year)
Fees (see A805) Daily: Weekly: Hourly: Overtime: ADR:
Series Option Adjustment % based on (length of option) CIPIP Adjustment % New Media Adjustment %
New Media (payment details per E106, E203)
Lifestyle/Fact-based (payment details per F301)
Credit / Billing: Transportation:
Other contractual obligations:

There is a rider attached: Yes: ☐ No: ☐ Please note such rider forms a part of this contract

ADDITIONAL USE FEES

In addition to the rights included under "Declared use" (per B301), the Producer hereby purchases by a further pre-payment of the Performer's Net Fees, the following additional Use rights.

PRE-PAYMENT

☐ 130%-Theatrical films, all uses except New Media for four (4) consecutive years

☐ 50%- Documentary or Industrial films, all uses except Theatrical and New Media for five (5) consecutive years

☐ 135% - Theatrical films, all uses including New Media for four (4) consecutive years

☐ 55% - Documentary or Industrial films, all uses except Theatrical including New Media for five (5) consecutive years

☐ 105%-TV films, all uses except Theatrical and New Media for four (4) consecutive years

☐ 50%-Lifestyle/Fact-based Productions, all uses except Theatrical and New Media for four (4) consecutive years

☐ 110%-TV films, all uses except Theatrical but including New Media for four (4) consecutive years

☐ 55%-Lifestyle/Fact-based Productions, all uses except Theatrical including New Media for four (4) consecutive years

☐ 105%-New Media Use only beyond the declared Use period for four (4) consecutive years

Note: If a CIPIP prepayment is elected the aggregate Use fees paid to Performers shall be 5% of DGR.

ADVANCE

☐ 100% - Non-Refundable Advance of Net Fees against 3.6% of Distributor's Gross Revenue

☐ 50% - Non-Refundable Advance of Net Fees against 5.6% of Distributor's Gross Revenue

☐ 75% - Non-Refundable Advance of Net Fees against 4.6% of Distributor's Gross Revenue

☐ 25% - Non-Refundable Advance of Net Fees against 6.6% of Distributor's Gross Revenue

CIPIP ADVANCE %

Non-Refundable Advance of Net Fees against % of Distributor's Gross Revenue

New Media DGR Option %
(per Article E106)

The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.

(Signature of Performer)

(Print name)


(dd/mm/yy)

(Signature of Producer)

(Print name)

(dd/mm/yy)


Contracts



ACTRA PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION

Engager #:
Contract#:

Production Company: _____
with offices at: _____ Phone: _____
Represented by: _____ Title: _____
(Name)
contracts with: _____ to provide the services of: _____
(performing company, if applicable)
Address: _____
Phone: _____ SIN: _____ ACTRA/Work Permit No: _____ GST/HST No: _____ QST No: _____
Age (if a Minor) _____ Legal Guardian: _____
(Name of Agent/Representative) (Address)
(Phone) (email)
IN THE PRODUCTION ENTITLED _____



Production and Performer information to go in this spot. If Performers are engaged under their company name, their individual name goes in the "to provide the services of" line.

Contracts

IN THE PRODUCTION ENTITLED _____

NATURE OF PRODUCTION

Indicate Declared Use -

<input type="checkbox"/> Theatrical	<input type="checkbox"/> Cable TV	<input type="checkbox"/> New Media	<input type="checkbox"/> Lifestyle/Fact-based	<input type="checkbox"/> Free Television	<input type="checkbox"/> Compact Devices
<input type="checkbox"/> Documentary	<input type="checkbox"/> Non-theatrical	<input type="checkbox"/> Pay Television	<input type="checkbox"/> Educational Television	<input type="checkbox"/> Industrial	<input type="checkbox"/> Other

Length of Production in Minutes: _____ If Series, total no. of episodes: _____ No. of episodes guaranteed to Performer: _____

Episode Titles and/or numbers: _____ ISAN No: _____

NATURE OF ENGAGEMENT

The Declared Use as selected by the producers for this Production is indicated here.
You can find information about Declared Uses in B301 of the IPA.

Contracts

Episode Titles and/or numbers: _____ ISAN NO. _____

NATURE OF ENGAGEMENT

Role: _____ Performance Category: _____ No. of Doubles: _____

Rehearsal Date(s): _____ No. of Guaranteed Days: _____

Dates of Engagement : (specify day, month, year) _____

Fees (see A805) Daily: _____ Weekly: _____ Hourly: _____ Overtime: _____ ADR: _____

Series Option Adjustment _____ % based on (length of option) _____ CIPIP Adjustment _____ % New Media Adjustment _____ %

New Media : _____
(payment details per E106, E203)

Lifestyle/Fact-based : _____
(payment details per F301)

Credit / Billing: _____ Transportation: _____

Other contractual obligations: _____

Role names, Category of work, current or above
minimum negotiated rates go in here.

There is a rider attached: Yes: ☐ No: ☐

Please note such rider forms a part of this contract

ADDITIONAL USE FEES

In addition to the rights included under "Declared use" (per B301), the Producer hereby purchases by a further pre-payment of the Performer's Net Fees, the following additional Use rights.

PRE-PAYMENT

- ☐ 130% - Theatrical films, all uses except New Media for four (4) consecutive years
- ☐ 135% - Theatrical films, all uses including New Media for four (4) consecutive years
- ☐ 105% - TV films, all uses except Theatrical and New Media for four (4) consecutive years
- ☐ 110% - TV films, all uses except Theatrical but including New Media for four (4) consecutive years
- ☐ 105% - New Media Use only beyond the declared Use period for four (4) consecutive years

Note: If a CIPIP prepayment is elected the aggregate Use fees paid to Performers shall be 5% of DGR.

- ☐ 50% - Documentary or Industrial films, all uses except Theatrical and New Media for five (5) consecutive years
- ☐ 55% - Documentary or Industrial films, all uses except Theatrical including New Media for five (5) consecutive years
- ☐ 50% - Lifestyle/Fact-based Productions, all uses except Theatrical and New Media for four (4) consecutive years
- ☐ 55% - Lifestyle/Fact-based Productions, all uses except Theatrical including New Media for four (4) consecutive years

OR

ADVANCE

- ☐ 100% - Non-Refundable Advance of Net Fees against 3.6% of Distributor's Gross Revenue
 - ☐ 75% - Non-Refundable Advance of Net Fees against 4.6% of Distributor's Gross Revenue
- CIPIP ADVANCE _____ %

- ☐ 50% - Non-Refundable Advance of Net Fees against 5.6% of Distributor's Gross Revenue
 - ☐ 25% - Non-Refundable Advance of Net Fees against 6.6% of Distributor's Gross Revenue
- Non-Refundable Advance of Net Fees against _____ % of Distributor's Gross Revenue

OR

New Media DGR Option _____ %
(per Article E108)

The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.

(Signature of Performer)

(Print name)

(dd/mm/yy)

(Signature of Producer)

(Print name)

(dd/mm/yy)

Any Additional Use Fees that are elected are indicated in this section.

The Producer signs off on the contract before sending it to the Performer for their signature.