

The purpose of this Guideline is to support first time and emerging producers working with emerging and diverse performers. In this context, the Union agrees to allow Full Members, Apprentice Members and ACTRA Additional Background Performers of the Union (altogether the “Members”) to participate in the Production under the following conditions:

## 1. Terms, Scope and Eligibility

- a. Unless otherwise specified, all capitalized terms referred to shall have the meaning prescribed as under the current Independent Production Agreement (“IPA”), which is incorporated herein by reference.
  - b. The following project types are excluded under the Low Budget Guidelines: All Industrials, Corporate Videos, Documentaries, Dubbing, Animation, Pilots, TV Series, Television Movies of the Week, Music Videos, Digital Media Series (see WiP Guidelines), Interactive Video Games and Commercials.
  - c. Declared Use shall be Theatrical and/or Film Festivals.
  - d. All projects must shoot within ACTRA Toronto’s jurisdiction. Producers, directors, writers, performers, and key crew must all be Canadian or landed immigrant, and resident in Canada.
  - e. Low Budget Guidelines are for a Declared Use of Theatrical and/or Festivals.
  - f. Producers may or may not be members of the CMPA. The CMPA will determine the administrative fees required based on CMPA membership status.
2. Other than in cases involving Exempted Uses as defined and described under the subsequent paragraph below, the Producer shall ensure that all Performers participating in the Production be paid Use Fees in an aggregate amount equal to an amount based on their Total Production Budget.

| Tier                   | Total Production Cost        | Use Fee   |
|------------------------|------------------------------|-----------|
| <b>1</b>               | \$275,000 – \$350,000        | 5% of DGR |
| <b>2</b>               | \$150,000 to \$274,999       | 6% of DGR |
| <b>3</b>               | \$50,000 to \$149,999        | 7% of DGR |
| <b>4</b>               | < \$50,000                   | 8% of DGR |
| <b>Talent to Watch</b> | certified budget < \$275,000 | 7% of DGR |

The applicable percentage of Distributor’s Gross Revenue (the “DGR”) listed above shall be paid for exploitation in any Use after an initial Use period of six (6) months from first utilization. DGR payments shall be distributed to Performers through the ACTRA PRS on the following basis:

- a. Units will be assigned to Performers as follows: one (1) unit shall be defined as the minimum fee payable to the lowest-rated residual category for one (1) day of work. Performers shall receive units according to the number of days worked by that Performer for the Production, to a maximum of twenty (20) units per Performer. For each Production, the total revenue will be divided by the total units accumulated by all Performers receiving residuals with respect to the Production involved, and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units they have accumulated, and the dollar value calculated in the preceding sentence.
3. The Producer is exempt from payment of Use Fees when the Production is used for evaluation, educational, critique, or non-commercial purposes (“Exempted Uses”). For greater clarity, Exempted Uses include in-person or recognized online film festivals, showcase screenings, and workshops, or any other non-commercial venue where no admission fee is charged, and/or no revenue is derived, in any form whatsoever to the Production, the copyright holder, to any broadcaster or distributor of the Production, or to the Producer, their heirs, successors or assigns. Film festival and showcase cash awards shall be treated as DGR. “In-kind” awards shall be excluded from DGR.
4. All Performers involved in the Production (“Performers”) must be ACTRA Members, with up to two (2) non-member permittees (in no instance greater than 50% of the speaking roles) allowed at the sole discretion of ACTRA, so long as the permittees are Canadian Citizens or Permanent Residents of Canada as defined under the Immigration and Refugee Protection Act of Canada. The Producer shall be responsible to pay for and remit to ACTRA permit fees per the IPA. All cast shall be engaged on ACTRA Contracts and paid not less than the minimum fees for their category of work.
5. The Producer shall submit to the Union a complete cast list of those Performers in categories outlined in B101 of the IPA. The cast list must include each Performers’ names, ACTRA Member number, HST number (where applicable), number of days worked and, if any Performers are Minors, their dates of birth.

ACTRA recognizes that diversity and inclusion are our strength, and that understanding the overall demographic trends of our productions is a first step in striving towards richer stories from differing perspectives.

For each production, the Producer will gather demographic information about all Performers engaged on the production. ACTRA will provide the online form by which this information is collected anonymously, and the link will be distributed to the Performer by the Producer for voluntary completion on the first day of engagement.

Data derived from this collection will be reviewed annually by ACTRA. ACTRA commits to encouraging and educating its members in the importance of their participation in the collection of this data.

6. The Producer agrees to be responsible for all payments owing to all Performers, including any that were excluded from the final cast list provided to the Union.
7. If any Performers are Minors, the Producer shall strictly adhere to the terms pertaining to Minors as reflected in the current IPA and Protecting Child Performer Act in Ontario. The Producer must obtain the parent's written consent prior to any Minor participating on the Production and provide the Union with a copy of such consent no later than TWO (2) business days prior to the Minor's first day of engagement on the Production.
8. Where a Production requires nudity, intimacy, sexual violence, or simulated sexual activity, the Producer shall adhere to terms pertaining to nudity as reflected in the current IPA, and the Producer shall submit a nudity/intimacy rider no later than two (2) business days prior to the Performer's first day of engagement on the Production to the Performer and ACTRA. Producer shall make best efforts to see that an Intimacy Coordinator be engaged for such productions.
9. The Producer is responsible to provide a safe and healthy work environment per all governmental regulations and all guidelines provided by ACTRA. The Producer will also adhere to the Freedom from Personal Harassment provisions in the current IPA. The Producer will provide a copy of their Health & Safety policy at the time of offer to the Performer and provide to ACTRA no later than two (2) days in advance of the first day of work for performers.
10. The Producer shall ensure the proper, fully accessible audition facilities are used when auditioning Performers in person. No auditions or meetings shall be conducted in private offices, hotel rooms or residences where the Performer is alone with a representative of production.
11. It shall be the Producer's responsibility to provide nutritious snacks and meals as per the Canada Food Guide to all Performers at the Producer's expense.
12. The Producer shall ensure that no Performer participates in the Production without the prior consent of the Union, consent of which may be withheld by the Union for any reason. The Producer must submit a cast list indicating each Member and non-Union Performer no later than FIVE (5) business days prior to their engagement on the Production unless special arrangements are agreed to by the Union in advance of the first day of work.
13. **Minimum Fees:**
  - a. **All Performers (excluding Background Performers)** shall receive no less than the Minimum Fee per day of work based on the Total Production Budget, no later than seven (7) calendar days following the date of the Performer's engagement. Performers may, but are not required to, donate up to ONE (1) EIGHT-HOUR day of rehearsal to the Production. Performers are free to negotiate above Minimum Fees.
  - b. **Categories of Work:** for clarity, the Principal category is inclusive of Singers (solo or duo), Dancers (solo or duo), Stunt Performers, Stunt Coordinators, Assistant Stunt Coordinators,

Animal Wranglers, and Intimacy Coordinators. Performers have the right to negotiate above minimum fees.

- c. **For Background Performers**, the Producer is required to engage the following number of Background Performers at the rates herein provided. All ACTRA Background Performers shall receive no less than the Minimum Fee per day of work based on the Total Production Budget. Performers are free to negotiate above Minimum Fees.

*\* Count = Total Daily BG required for the production up to the tier maximum. e.g. "50%-16" means 50% of the total Background Performers required per day to a maximum of 16 ACTRA members.*

**Tier 1 Production:** Total budget of \$275,000 – \$350,000

| Category           | Daily    | Hourly  | Overtime |
|--------------------|----------|---------|----------|
| Principal          | \$440.00 | \$55.50 | \$82.50  |
| Actor              | \$360.00 | \$45.00 | \$67.50  |
| Background* 50%-16 | \$220.00 | \$27.50 | \$41.25  |

**Tier 2 Production:** Total budget of \$150,000 to \$274,999

| Category           | Daily    | Hourly  | Overtime |
|--------------------|----------|---------|----------|
| Principal          | \$340.00 | \$42.50 | \$63.75  |
| Actor              | \$260.00 | \$32.50 | \$48.75  |
| Background* 50%-16 | \$180.00 | \$22.50 | \$33.75  |

**Tier 3 Production:** Total budget of \$50,000 to \$149,999

| Category           | Daily    | Hourly  | Overtime |
|--------------------|----------|---------|----------|
| Principal          | \$240.00 | \$30.00 | \$45.00  |
| Actor              | \$200.00 | \$25.00 | \$37.50  |
| Background* 50%-12 | \$148.00 | \$18.50 | \$27.25  |

**Tier 4 Production:** Total budget of < \$50,000

| Category           | Daily    | Hourly  | Overtime |
|--------------------|----------|---------|----------|
| Principal          | \$200.00 | \$25.00 | \$37.50  |
| Actor              | \$148.00 | \$18.50 | \$27.25  |
| Background* 50%-12 | \$138.00 | \$17.25 | \$26.00  |

**Talent to Watch Production:** Total certified budget of < \$275,000

| Category           | Daily    | Hourly  | Overtime |
|--------------------|----------|---------|----------|
| Principal          | \$220.00 | \$27.50 | \$41.25  |
| Actor              | \$180.00 | \$22.50 | \$33.75  |
| Background* 50%-12 | \$138.00 | \$17.25 | \$26.00  |

14. Benefits and fringes of 12.5% should be allocated in the budget for all gross amounts paid to performers. The percentage includes 12% for Insurance and Retirement and 0.5 % for the ACTRA Performers’ Right Society.
15. The Producer shall remit to ACTRA, prior to the engagement of any Performer, administrative fees plus HST in the amount of:

| Production Type | Admin Fee            | Admin Fee + HST         |
|-----------------|----------------------|-------------------------|
| Feature         | \$700 per Production | \$791.00 per Production |
| Short           | \$400 per Production | \$452.00 per Production |

16. No later than five (5) business days before any work is scheduled to begin for the Performers, a payroll security deposit (Security Bond) is required. The deposit will be held in trust. For projects whose shooting schedule is longer than two weeks, a two-week payroll security deposit is required.

Shooting schedules less than two weeks require a bond of no less than 50% of the budgeted payroll and will be refunded provided ALL paperwork is completed OR, with permission from ACTRA, projects 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 the Business Representative. Proof of such prepayment shall be provided to the ACTRA Business Representatives. When permitted by ACTRA, the Producer will be able to provide other forms of security for payments due during production.

17. The Producer shall ensure that the following insurance coverage is in effect for the Production prior to the engagement of any Performer (see Appendix A for further details) and the Producer shall provide the Union with proof of such insurance and any other information reasonably requested by the Union TWO (2) business days prior to the first day of work:
  - a. Commercial General Liability Insurance, and one of;
  - b. WSIB for all Performers, or AFBS Accident on Set Insurance (“AoS”) for all Performers, or its equivalent.
18. The Producer shall inform all Performers of the insurance coverage that is in place for the Production in advance of work.

19. The Producer shall submit a detailed budget to the Union outlining a complete breakdown of the Total Production Cost. Total Production Cost means all reasonable and verifiable expenses, including the Total Cash Costs and Total Non-cash Costs. Total Cash Costs include but is not limited to all sums paid for goods and services including payment of cast and crew fees, digital file storage, equipment hire, insurance premiums, and post-production facilities. Total Non-Cash Costs includes but are not limited to all waivers, donations; and “in-kind” goods and services. Total Production Cost is the sum of the Total Cash Cost and Total Non-Cash Cost required to produce the film, up to and including the cost of producing the release version.
20. The waiver of the standard terms and conditions contained herein of the current IPA has been granted by the Union on the Producer’s representation and warranty that all information supplied by the Producer to the Union is accurate. If the Total Cash Cost is greater than the amount set forth in the documents provided to ACTRA, the Union may, in its absolute discretion, require the Producer to fully adhere to the current IPA unmodified (including compliance with payment terms), retroactive to the beginning of the commencement of work.
21. The Producer shall keep up-to-date and accurate records reflecting actual Production income and expenses. The Producer shall inform the Union within TWO (2) business days of receiving any additional monies beyond those confirmed herein as the Total Cash Cost.
22. The Producer agrees that, for the purposes of verifying the Total Cost portion of the Production’s budget and any income generated by way of DGR, the Union and PRS shall have full access to and shall be entitled to examine and audit all books, records, accounts, receipts, disbursements and any other relevant documents related to the making of the Production at annual intervals, or more frequently if warranted by the circumstances as determined by the Union.
23. The Producer shall give a shared or single card credit to the Union in the form of “Produced with the co-operation of ACTRA Toronto” and display the Union’s logo (available online via the ACTRA Toronto Media Centre).
24. Nothing in this Guideline shall be interpreted to exempt the Producer from or against any and all applicable Federal, Provincial or Municipal laws, Public Health Office regulations, WSIB regulations, Ministry of Labour regulations or the Employment Standards Act as they may apply or as they exist for the duration of this Production.
25. Any dispute arising out of or in connection with this Guideline including any dispute as to its existence and validity or its breach or termination by either party shall be referred to final and binding arbitration in Toronto, Ontario. The arbitral tribunal will be composed of a single arbitrator, as mutually agreed between the parties (as selected from the list of Arbitrators of the Ontario Labour-Management Arbitrators’ Association). At the conclusion of the arbitration, the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, and fully enforceable in a Court of competent jurisdiction.

The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. Each party will bear its own costs of legal representation and witnesses. All other costs, including the fees and expenses of the arbitrator and administrative fees and charges will be shared equally between the parties.

26. The Producer shall provide to the Union, and to any Members who participated as a Performer on the Production who indicate they wish to have one, a recording of the Production. Such recording of the Production shall be provided at no cost to the Union or Union Members, within THIRTY (30) days of the first release of the Production.
27. The Union reserves in its absolute discretion and at any time the right to revoke the waiver granted herein upon showing good and valid cause.

## APPENDIX “A”

1. WSIB INSURANCE (for ALL Performers with the exception if there are any Stunts in the Production) All businesses and individuals that hire workers (full-time, part-time, casual or contract) in Ontario are required by law to register with WSIB, or
2. AFBS (ACTRA Fraternal Benefits Society) ACCIDENT ON SET INSURANCE (as an alternative to WSIB and required if there are any Stunts in the Production, or its equivalent. Please note this cannot be combined with WSIB.)

The Producer must obtain Accident on Set Insurance and pay the requisite premium for all PERFORMERS, paid or unpaid working on an ACTRA Toronto Low Budget Production.

3. COMMERCIAL GENERAL LIABILITY INSURANCE (required for all productions)
  - a. Including the following extensions:
    - i. Personal Injury;
    - ii. Bodily Injury;
    - iii. Personal property;
    - iv. Property Damage including Loss of Use;
    - v. Cross Liability;
    - vi. Employers Liability;
    - vii. Employees as Additional Insured (see (iii) below); and
    - viii. Non-owned Auto Liability
  - b. Limits of Liability:  
\$2,000,000.00 (two million dollars CAD) Per Occurrence and In Aggregate
  - c. Additionally Insured wording:  
“ACTRA Toronto and affiliated companies, organizations, successors, assigns and the respective officers, directors, agents, employees and Members”.
  - d. ACTRA Toronto to be named on Certificate of CGL Insurance as follows:  
ACTRA Toronto and *[insert name of production]*
  - e. Certificate of CGL Insurances must provide that such insurance:
    - i. cannot be modified to the detriment of the additionally insured or the certificate holder, terminated or canceled by the carrier without its providing the above named additional insured with at least THIRTY (30) days prior written notice of such event;
    - ii. is not subject to any non-standard exclusions from, restrictions of or limitations in coverage or a deductible greater than ONE THOUSAND CANADIAN DOLLARS (\$1000 CAD) for property and;
    - iii. coverage extends to all Stunts being performed in the Production.