

---

# INDEPENDENT ARTISTS PROJECTS POLICY (THE "INDIE")

---

Effective November 2, 2009

CANADIAN  
ACTORS'  
EQUITY  
ASSOCIATION

---

## TABLE OF CONTENTS

---

1.	ELIGIBILITY GUIDELINES.....	1
2.	APPLICATION PROCEDURE.....	1
3.	BUDGET.....	2
4.	SECURITY.....	2
5.	COMPENSATION.....	3
6.	DEDUCTIONS for benefits provided by equity.....	4
7.	FREE DAY.....	4
8.	TRANSPORTATION.....	4
9.	REHEARSAL TERM AND ARRIVAL.....	5
10.	CONTINUOUS ENGAGEMENT.....	5
11.	TERMINATION.....	5
12.	REHEARSAL HOURS.....	6
13.	QUOTA.....	7
14.	EQUITY DEPUTY.....	7
15.	NON-EQUITY DIRECTORS and CHOREOGRAPHERS.....	7
16.	ASSISTANT DIRECTORS / FIGHT DIRECTORS.....	7
17.	CHOREOGRAPHERS.....	7
18.	STAGE MANAGEMENT.....	7
19.	PROMOTION OF THE ARTISTS.....	8
20.	RIGHT OF FIRST REFUSAL.....	8
21.	EXCLUSIVE SERVICE.....	9
22.	APPRENTICE CREDITS.....	9
23.	WARDROBE.....	9
24.	VENUE.....	9
25.	SAFE AND SANITARY PLACES OF ENGAGEMENT.....	9
26.	RECORDINGS & PHOTOGRAPHS.....	9
27.	AUTHORIZATION.....	11
28.	RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION.....	11
29.	PROGRAM NOTICE.....	11
30.	CONTRACT FORMS.....	11
31.	BREACHES.....	12
32.	MATERIAL BREACH.....	12
33.	TERM OF POLICY.....	12
	APPENDIX A: Independent Artists Projects Application Checklist.....	13

## 1. ELIGIBILITY GUIDELINES

The following general guidelines will be used by Canadian Actors' Equity Association (Equity) in considering applications to produce under the Independent Artists Projects Policy. Equity will consider all applications which address some or all of the following subjects:

### Company Eligibility

Generally, an eligible company will be:

- (i) an Artist driven, not-for-profit organization; and
- (ii) able to demonstrate to Equity's satisfaction that it cannot meet the minimum terms of the Independent Theatre Agreement (ITA); and
- (iii) not have generally operated under those terms; and
- (iv) not have generally received operating funding from granting bodies.

### Production Eligibility

The production under consideration should not:

- (i) be produced under a co-production arrangement with another Engager operating under terms of another agreement with Equity or be presented as part of a series or season of another Engager operating under terms of another agreement with Equity. However, consideration will be given to circumstances where administrative support, publicity, or space is provided by another Engager to assist theatrical production in their community. In these cases, the production may not be identified as a presentation of the assisting Engager; and
- (ii) have a box office potential higher than the maximum for ITA Company Category G (16,439.17 for 2009-2010). However, consideration may be given to circumstances where a higher box office potential exists; and
- (iii) compete directly or indirectly with Engagers operating under the Theatre for Young Audiences provisions of the Canadian Theatre Agreement or Independent Theatre Agreement.

## 2. APPLICATION PROCEDURE

Engager must supply the following to be sent to Equity's National Office (or for Engagers in British Columbia, Alberta, the Yukon or Northwest Territories Equity's Western Office) four (4) weeks prior to the start of rehearsals:

### (A) Letter

A letter of application including the following:

- (i) Request for permission to produce under the Independent Artists Projects Policy;
- (ii) A description of the performing arts organization/company;
- (iii) A description of the production including the budget (see BUDGET below);
- (iv) The rehearsal and performance schedules;
- (v) Rehearsal and performance venues;
- (vi) A cast list along with the names of the Stage Manager(s), Director, Choreographer, and other creative contributors;
- (vii) A detailed description of the marketing plan, specifically addressing promotion of the Artists;
- (viii) A production budget including full disclosure of all sources of revenue (See BUDGET below) and (if necessary) the formula for calculating each Artist's share of box office and schedule for recoupment;
- (ix) The percentage of gross box office and other raised monies to go to publicity, venue, and production expenses;
- (x) The security option desired;
- (xi) Any additional information which the applicant would like Equity to take into consideration.

## **(B) Security**

A certified cheque or money order or bank Letter of Credit, if applicable, as security pursuant to the application (see Clause 2(A)).

If permission cannot be granted, Equity will inform the Engager in writing of that fact, and return any security which accompanied the application for permission.

### **Important to note:**

- Members of ACTRA/UBCP, UDA\*, or of any other professional artists' union or association must be signed to an Equity contract and join Equity in order to accept work in Equity's jurisdiction. (\*under the reciprocal agreement between UDA & Equity, UDA members in good standing may work within Equity's jurisdiction up to three (3) times per year without joining, however they must still work under an Equity contract).
- A member must be paid up and in good standing with Equity before beginning work.
- Equity members may not begin work until a Equity contract is signed and filed with Equity.
- Permission is not automatic.

## **3. BUDGET**

A complete projected budget for the production and/or company must be included with the application. The budget must disclose all sources of revenue including box office (anticipated), grants from funding bodies (please indicate if potential or confirmed), fundraising activities, donations, sponsorships, investors, and other financial arrangements such as loans or guarantees.

Where the Artists will be deferring a portion of their fees to recoupment, the budget should indicate the level of recoupment based upon anticipated audience attendance, as well as the attendance required to achieve full recoupment, and the proposed allocation of any subsequent profits.

In addition to providing as much detail as possible on the anticipated production expenses, please specify what percentage of the budget goes to (1) publicity, (2) venue, (3) production expenses (excluding Artists' fees), and (4) Artists' fees.

### **(A) Box Office Receipts / Potential**

Box Office Potential is calculated by multiplying the full, non-discounted ticket price for each performance by the house capacity (total number of seats) for the maximum number of performances given in any one Monday to Sunday engagement week. If GST (HST if applicable) is included in the ticket price, it may be subtracted from the Box Office Potential.

### **(B) Pay What You Can**

For the purpose of this calculation, the ticket price for a Pay What You Can performance is considered to be ten dollars (\$10.00).

## **4. SECURITY**

In the application, the Engager must specify which of the following two security options are to be considered by Equity as part of the application:

### **(A) Prepayment**

Under this option, no security bond is placed with Equity, but rather the full amount of dues and benefits for all Artists are prepaid to Equity by certified cheque prior to contracts being released to the Engager. The Artists **must be paid in cash or by certified cheque or money order prior to the first call of every week** of engagement including performance weeks. An Artist may not rehearse or perform without first receiving his/her weekly fee. The Artist cannot engage in rehearsal or performance that would require payment for additional services without being paid in cash or by certified cheque prior to any such rehearsal or performance.

**(B) Standard Security**

The Engager shall deposit with Equity a certified cheque or money order or arrange a bank letter of credit as security to guarantee the Engager’s obligations to Equity and its members. The amount of security shall be equal to the contractual fees of the Artist for two (2) weeks plus GST (or HST if applicable). If a portion of the contractual fees has been deferred to recoupment from box office (See Clause 5(A)), then the calculation of security shall be based on the guaranteed portion of the contractual fees only.

With standard security in place, the Artists **must be paid in cash or by certified cheque or money order** no later than 8:00 p.m. on Thursday of each week.

The wording of the Letter of Credit is precise and exact, and may not be altered in any way, except that an expiry date may be included, provided said expiry date occurs at least two (2) months after the close of a season or production.

Equity will release the Engager’s security at the end of the engagement upon written request following receipt of a release from the Artist(s) which clearly states that all contractual obligations have been met, and provided all RRSP, dues and insurance payments have been received by Equity.

Canadian Actors’ Equity Association reserves the right to require the Standard Security provisions for any production.

**5. COMPENSATION**

Payments of fees, etc. must be made in cash or by certified cheque or money order only.

**(A) Minimum Fees**

Minimum fees for all Artists including Performer(s), Stage Manager(s), Director and Choreographer are based on a set minimum weekly fee. A portion of the weekly contractual fee may be deferred to a recoupment from gross box office (not including taxes) and other incomes after opening on a pro-rata basis. If deferred payments are contemplated, please specify how the recoupment of deferred payments will be calculated. Once the application has been submitted, the number of participants in the recoupment may not be increased.

	<b>Minimum Fee per Week</b>	<b>Maximum Deferment per Week</b>	<b>Guaranteed Minimum Fee per Week</b>
<b>2009-2010</b>	\$596.00	\$288.00	\$308.00

These minimum fees are in effect November 2, 2009 to October 31, 2010.

**(B) Payment of Deferred Fees**

If approval to defer a portion of the Artists’ fees to recoupment from gross box office and other incomes after opening (see Clause 5(A)) is granted, the Engager must provide each Artist and Equity with a financial statement for the production within one (1) week of the close of the production. The financial statement should include box office reports on attendance and revenue from each performance, a comparison of actual versus budgeted costs, and a reconciliation of the recoupment of the Artist’s deferred fees, if any. The recouped portion of the Artists’ deferred fees, as identified in this reconciliation, must also be paid to each Artist not later than one (1) week following the close of the production. GST (or, if applicable, HST) must be paid to the registered Artist on any recouped portion of the Artist’s deferred fees.

**(C) Flat Fees**

In an application to defer a portion of the fees to recoupment, the guaranteed fee to a non-Equity member must not be higher than the sum of the minimum non-deferred fee paid to an Equity member for each week of engagement.

Upon approval of an application which incorporates a deferred payment structure, a copy of the application (including the budget) and Equity’s letter of permission will be mailed to all Equity Artists in the production.

The work week is based on the forty-two (42) hour week (i.e., six (6) days of not more than seven (7) out of eight and one-half (8-1/2) consecutive hours per day which includes a one and one-half (1-1/2) hour meal break), however proposals to apply the forty-two (42) hours of rehearsal over a longer period of time will be considered.

This compensation is based upon a maximum of eight (8) performances per engagement week, not more than two (2) of which may be on a single day. For each performance over eight (8) within an engagement week, the Artist must be paid an additional amount equal to not less than one-eighth (1/8) of his/her weekly fee.

**(D) Term of Engagement**

All Artists, **including the Director and Choreographer**, must be engaged from the first day of rehearsal until the final performance failing which, the terms and conditions (including minimum contractual fees) of the Equity's Guest Artist Policy shall apply.

**(E) Service Taxes**

GST (or, if applicable, HST) must be paid to the registered Artist weekly. The GST/HST is calculated on the fee paid to the Artist as well as on any other compensation for additional services and/or performances. GST/HST must also be paid to the registered Artist on any deferred portion of the fee which is recouped from potential box office receipts.

**(F) Producer**

The Producer may apply for a pro-rata share in the recoupment of deferred payments. Additional weeks can be added to the rehearsal/production weeks for preproduction work with a cap on the number of weeks.

**6. DEDUCTIONS FOR BENEFITS PROVIDED BY EQUITY**

The Engager shall deduct the following amounts from the fees payable to the Artist for Equity member dues and benefits, and remit these amounts to Equity on a bi-weekly basis.

**(A) Working Dues**

The Engager shall deduct from fees payable to the Artist and remit to Equity two per cent (2%) of the member's contractual fee for working dues. This shall not apply to any portion of the fee which has been deferred to recoupment from potential box office receipts.

**(B) Equity Member Benefits**

Equity provides benefits to its members, including but not necessarily limited to the provision of insurance and a group RRSP plan. The Engager shall deduct from fees payable to the Artist and remit to Equity six per cent (6%) of the Artist's contractual fee plus sixteen dollars (\$16.00) for each week of engagement (or part thereof). This shall not apply to any portion of the fee which has been deferred to recoupment from potential box office receipts.

**(C) Invoices**

Invoices for benefits remittances will be mailed to the Engager in the first week after the commencement of work and every two (2) weeks thereafter. The invoices will cover two (2) week periods based on a Monday to Sunday work week or part thereof. The Engager will correct any errors or omissions and remit payment to Equity within two (2) weeks of receipt of the invoice. Payments which do not reach the Equity office within twenty-five (25) days of the date of issue of the invoice will be assessed a two per cent (2%) interest charge, compounded monthly.

**7. FREE DAY**

There must be one (1) Free Day in each Monday through Sunday engagement week for the period of the engagement. The Artist shall not be required to provide any service to the Engager on the Free Day. Free Days shall be no further apart than nine (9) consecutive days, and there must always be a Free Day within six (6) days prior to the day of the first public performance of a production.

**8. TRANSPORTATION**

The Engager shall, at its own expense, transport the Artist from his/her place of residence to the theatre and return transportation shall be by economy air transportation, or by train or coach if air travel to the Engager's

point of origin is not available, unless otherwise negotiated between the Artist and the Engager, prior to the signing of the contract.

It is understood that the use of the least expensive, yet reasonable form of transportation (especially as regards air travel) is the spirit and intention of this Clause.

Should transportation other than as above be negotiated, it must be negotiated after all the other terms of the contract have been negotiated. The Engager shall offer to the Artist such alternative forms of transportation and related schedules (to a maximum of three (3) alternatives) as are available. These may include reduced fare air travel, rail travel, commercial bus or private vehicle. The Engager and the Artist shall then negotiate the mode and schedule of transportation to be used, including ground transportation, and the mode, schedule, the cost if any, of any penalty if the schedule is changed, and the time and date of the Artist's last performance or service to the Engager must be specified in the Artist's contract or in a rider thereto.

## 9. REHEARSAL TERM AND ARRIVAL

The Engager will specify in the contract the first rehearsal date and time, opening date, performance venue and closing date. If the Engager wishes to guarantee an engagement of longer than one (1) week for an Equity Artist, it must be in the form of a rider to the contract. **The Engager may not present a rider to an Artist's individual "Indie" contract which has not been previously approved in writing by Equity.**

## 10. CONTINUOUS ENGAGEMENT

The engagement begins on the date of the beginning of rehearsals and continues until terminated. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and continuous engagement unless other arrangements have been confirmed in writing by Equity.

## 11. TERMINATION

### (A) Before Rehearsals

Prior to the beginning of rehearsals, this agreement may be terminated as follows:

- (i) By the Artist giving the Engager written notice and paying the Engager one (1) week's contractual fee (less any deferred portion). Should termination be due to accident or illness, no such payment will be required.
- (ii) By the Engager giving the Artist written notice, prior to the rehearsal date specified in this agreement, and paying the Artist an amount equal to one (1) week's contractual fee (less any deferred portion).

### (B) After First Day of Engagement

- (i) This agreement may not be terminated within two (2) weeks of the rehearsal date specified in this agreement or during rehearsals except with the permission of Equity or except due to accident or illness.
- (ii) This agreement may be terminated by the Artist giving the Engager one (1) week's written notice or paying the Engager one (1) week's contractual fee (less any deferred portion). Should termination be due to accident or illness, no such payment will be required except as provided for in Clause 11(C).
- (iii) This agreement may be terminated by the Engager giving the Artist one (1) week's written notice, or paying the Artist an amount equal to one (1) week's contractual fee plus all accrued deferred payments.

### (C) Accident or Illness

When the Artist shall have absented himself for seven (7) consecutive days by reason of illness or accident, the Engager may terminate the Artist's contract at the end of the said seven (7) days effective immediately. This seven (7) day period shall be compensated at full contractual fee. In any event, all accrued deferred payments will be paid to the Artist upon termination.

**12. REHEARSAL HOURS**

**(A) Prior to Opening**

Rehearsal hours prior to opening shall not exceed seven (7) out of eight and one-half (8½) consecutive hours per day which shall include a one and one-half (1-1/2) hour meal break. There shall at all times be a meal break after not more than four (4) hours of rehearsal.

**(B) Opening Week**

Provided that the total rehearsal and performance hours do not exceed forty-two (42) hours in any engagement week, during the last seven (7) days prior to the first public performance, there may be up to two (2) days where the Artist may be called to rehearsal ten (10) out of twelve (12) consecutive hours with a break of at least two (2) hours after a maximum of five (5) hours of rehearsal. This break may be reduced to one-and-a-half (1-1/2) hours if the span of the day is reduced to eleven-and-a-half (11-1/2) hours. These two (2) days must involve on-stage, technical, or dress rehearsals.

In addition to the meal break, the length of breaks in any rehearsal day must total at least five (5) minutes for each hour of rehearsal and are included in rehearsal time. Should a call continue without the required meal break or other breaks, the Artist shall invoice and be paid for additional services at the rate stipulated in Clause 12(D).

For the purposes of the “Indie” Policy, performance hours are based on the period of time from the half-hour call through to the final curtain, or four (4) hours, whichever is longer.

There shall at all times be a break of at least one and one-half (1-1/2) hours prior to the half-hour call.

There must always be a Free Day within six (6) days prior to the day of the first public performance of a production.

There shall be a minimum of twelve (12) hours between the end of one day’s work and the call to work on the next day.

**After Opening**

Rehearsal hours after opening shall be limited to eight (8) hours weekly in two (2) calls not to exceed four (4) hours each or in any one day. Such rehearsal calls shall only take place on a day when there is not more than one performance, and shall not take place on the day immediately following the Free Day.

Notwithstanding the above, the total rehearsal hours and performance hours cannot exceed forty-two (42) hours in any engagement week.

**Additional Services**

Should the Artist be scheduled to rehearse more than the hours stipulated above, the Artist shall invoice the Engager and be paid for additional services at the rate of seventeen dollars and thirty five cents (\$17.35) per hour or part thereof for each of the first two (2) hours and thereafter twelve dollars (\$12.00) per half-hour or part thereof for each instance of additional rehearsal or other calls in excess of the hours provided herein.

The production schedule and anticipated hours of work during the opening week must be included in the “Indie” application. For example:

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
FREE DAY	Rehearsal 10/12 hrs	Rehearsal 10/12 hrs	Reh (5 hrs) Perf (4 hrs)	Perf (4hrs)	Perf (4hrs)	Perf (4hrs)	Perf (4hrs)
or							
Rehearsal 7/8½hrs	Rehearsal 7/8½hrs	FREE DAY	Rehearsal 10/12 hrs	Rehearsal 10/12 hrs	Perf (4hrs)	Perf (4hrs)	Perf (4hrs)

### **13. QUOTA**

Quota regarding Equity members which includes the Director and Stage Manager:

- (i) 2/3 of the Performer(s) in the production must be Equity members; and
- (ii) "50% plus 1" of the project participants (Performer(s), Stage Manager, Director, Choreographer, and Producer(s)) must be Equity members.

The number of participants that will share in any deferred payment schedule must be specified in the original application, and may not be expanded without Equity's written approval.

### **14. EQUITY DEPUTY**

Equity Deputies shall be permitted in each company. Authorized representatives of Equity shall have free access to all members of Equity at all times, inclusive of rehearsals or performances. However, there shall be no interruption of work in progress except where deemed essential in order to meet an emergency situation.

Equity representatives shall notify the Engager in advance of such visits, whenever possible.

### **15. NON-EQUITY DIRECTORS AND CHOREOGRAPHERS**

A non-Equity Director and Choreographer shall be offered an "Indie" Engagement Contract, and if he/she accepts, shall join Equity but he/she shall not be required to join Equity. A Non-Equity Director and Choreographer who elect not to join Equity shall then be required to sign an affidavit to the effect that he/she is being engaged under terms and conditions no less favourable than those set forth in the "Indie" Policy. There will be a one hundred and thirty-five dollar (\$135.00) filing fee for each such affidavit. The filing fee will be credited to the Equity initiation fee of the non-Equity Artist. In addition, it will be accompanied by an additional amount equal to the insurance premium in Clause 6(A) and amount equal to five per cent (5%) of the Artist's contractual fee, deducted from the Artist's remuneration.

### **16. ASSISTANT DIRECTORS / FIGHT DIRECTORS**

The execution of an "Indie" Engagement Contract is not required for an Assistant Director or Fight Director. Members of Equity shall be offered the opportunity to be engaged under an "Indie" Engagement Contract if they so desire. It is recognized that there are no specific minimum fee requirements in this Policy for an Assistant Director and Fight Director. Notwithstanding the above, when an Artist is engaged under an "Indie" Engagement Contract, full benefits (see Clause 6) will apply to Equity members.

### **17. CHOREOGRAPHERS**

In situations where the total amount of creative work required of the Choreographer is deemed to require less than the minimum rate, the Engager may, with the agreement of the Choreographer, apply for Equity's approval to pay an hourly rate of not less than thirty-eight dollars (\$38.00) per hour or part thereof.

Where a non-member is engaged under this Clause, Equity will consider reducing the filing fee to not less than three per cent (3%) of the contractual fee.

### **18. STAGE MANAGEMENT**

If an Equity Stage Manager is to be engaged, the application must list all duties which will be required of the Stage Manager. This Stage Manager cannot rehearse more than seven (7) out of eight and one-half (8½) hours, but may do up to one (1) hour of preparation. Any work, including prep, in excess of eight (8) out of nine and one-half- (9-1/2) hours per day and/or forty-eight (48) hours per week must be paid at the additional services rate (see Clause 12 (D)).

#### **(A) Pre-Production Week**

The Stage Manager should be engaged one (1) week prior to the commencement of rehearsals in order to adequately prepare for the rehearsal period and run of the production. Where the Stage Manager will not be engaged for the full preparation time, the application must address how the Stage Manager's preparatory work will be accomplished.

## **(B) Additional Duties - Lights and Sound**

Where the Engager requires Stage Management personnel to operate lighting and/or sound boards in the absence of a lighting or sound technician, it shall be considered an additional duty and shall be contracted separately in writing as a rider to the contract. The Artist shall receive additional weekly compensation of not less than thirty-five dollars (\$35.00), which shall constitute part of the Artist's contractual fee subject to all deductions in accordance with Clause 6.

## **19. PROMOTION OF THE ARTISTS**

Please note that increased Promotion of the Artist was an integral element in the creation of the Independent Artists Projects Policy, and is a primary focus in the application of the Policy. Specific marketing requirements or templates have not been included in order to avoid limiting any creative or unique marketing strategies which will achieve the intended results. The importance of a strong proposal for promotion of the all artistic contributors (beyond the generally accepted industry standards) cannot be emphasized strongly enough.

The application should include as much elaboration as possible on the planned advertising of the project, particularly if there are specific or unique promotions which will directly serve to raise the profile of the Artists involved. i.e. Billing of all Artists in all paid advertising? Featuring each Artist in one week of paid advertising? Printing postcards featuring the Artists? Will every Equity Artist be identified on the posters? Should the marketing plan for the production include paid advertising, please provide a breakdown of the size, frequency, and composition of that advertising.

The following is a sample proposal on Promotion of the Artists:

*[The Engager]* intends to extensively promote the full cast of "*[The Production]*". They understand that the largest way to sell a show is by telling the public who is performing in it. The actors always sell the show.

*[The Engager]* is buying print advertising in *[Entertainment Weeklies]*. These ads will be placed in the theatre sections of each paper, and the actors' names will be prominently displayed as a large part of the ad's design. They are also purchasing listings with the *[National Dailies]*, which will reach out to the wealthier-theatre going audience.

*[The Engager]* is also printing 400 posters with the entire cast listed on them, again understanding that the talent sells the show. These posters will be placed at points of high visibility all over the downtown core of *[the City]*.

They are also printing the same image in a postcard, and business card sized format, and again the full cast will be listed. The business cards will be handed out by cast and company to the public. The postcards will be mailed out to past supporters of *[the Engager]*. *[The Engager]* owns a mailing list that they have compiled over the years, which is a very effective marketing tool.

In closing, *[the Engager]* is counting on the reputation and talent of every member of its cast. To actually have *[Performer(s)]* directed by *[Director]*, and all on the same stage at the same time is spectacular. That point alone, is our marketing tool.

In addition, all publicity and promotional materials include an acknowledgement that the production is being mounted under Equity's Independent Artists Projects Policy. i.e. "This is a Canadian Actors' Equity Association approved Independent Artists Projects Policy production."

## **20. RIGHT OF FIRST REFUSAL**

Artists engaged under this Policy will be given the right of first refusal in any subsequent productions of the same production by the original Engager, or by a different Engager producing by arrangement with the original Engager. The right of first refusal expires two (2) years after the closing of the previous production.

An Engager may choose to pay the Artist a sum equal to two (2) weeks' contractual fees as negotiated for the original production or two (2) weeks' contractual fees at the applicable rate for the subsequent production, whichever is greater, in lieu of engaging the Artist in a subsequent production. The contractual fee includes any amount which may have been deferred in the original production.

**21. EXCLUSIVE SERVICE**

Any Artist who will be unable to be present for rehearsal due to auditions or other industry-related commitments must notify the Engager of his/her intended absence by 3:00 p.m. on the previous day. Upon such proper notification, the absence must be permitted without loss of fee. This Clause does not apply to the three (3) day period prior to opening.

**22. APPRENTICE CREDITS**

Requests for Apprentice credits will be considered on an individual basis only from existing Equity Apprentices. Further, Stage Management Apprentice credits will only be considered where an Equity Stage Manager is engaged for the production. An Apprentice cannot earn his/her first credit on an "Indie" production.

**23. WARDROBE**

No Artist shall rent or lend any wardrobe or hair piece(s) to the Engager for use in any production unless the terms of the rental or loan are stated in a rider to his/her engagement contract. Any rental must be paid by the Engager to the Artist weekly with his/her fee. The rider must also clearly stipulate the replacement value of the Artist's wardrobe item in the event of loss or damage, and the agreement of the Engager to reimburse the Artist for that amount should such loss or damage occur.

**24. VENUE**

"Indie" productions are prohibited within certain areas. Equity reserves the right to refuse permission if Equity perceives that the production is replacing regular production possibilities. An Engager is not permitted to "host" a production under the Independent Artists Projects Policy where they would otherwise engage Equity members under another of Equity's collective agreements.

**(A) Theatre for Young Audiences**

TYA companies are vulnerable to competition from non-Equity companies. Equity cannot approve an "Indie" application which might replace or jeopardize engagement opportunities with Engagers operating under the Theatre for Young Audience provisions of the Canadian Theatre Agreement or Independent Theatre Agreement.

**(B) Cabarets/Dinner Theatres/Industrial Shows**

An "Indie" production must have total control of the venue and its revenue. Cabarets and dinner theatres are subsidized through other business ventures (food, drink, products, sponsor) over which the producer has no control.

**25. SAFE AND SANITARY PLACES OF ENGAGEMENT**

The Engager agrees to provide the Artist with safe and clean places of engagement. The Engager agrees that Equity's representatives shall have the right to inspect its facilities to determine whether places of engagement are safe and clean. Equity will consider an application to use a non-traditional performance venue.

**26. RECORDINGS & PHOTOGRAPHS**

**(A) Current Affairs**

A maximum of two (2) minutes of performance or rehearsal may be presented on a current affairs program during the current run of the production without payment to the Artist, provided that the Engager notifies the Artist and Equity twenty-four (24) hours in advance, in writing. The written notification shall include full particulars of the presentation.

This recording may also be presented on the Engager's website or a current affairs website during the current run of the production, subject to the following conditions:

- (i) the Engager will use its best efforts to ensure that the material cannot be downloaded; and
- (ii) the Engager does not receive any revenue for the use of the material; and
- (iii) the names of all Artists shall appear on the website; and
- (iv) the Engager warrants that it is responsible for any misuse of the material.

## **(B) Promotional**

The Engager may make a video recording of actual performance or rehearsal for the express purpose of demonstrating the nature of its work, and the work of the Artist(s), for promotion to potential sponsors, donors and potential performance presenters without additional compensation on the following conditions:

- (i)** no Artist may be required to participate in the making of a promotional videotape under these provisions as a part of his/her contract. The Artist must specifically agree to participate in the making of a promotional video tape, and has the right to negotiate payment for same; and
- (ii)** the length of the single completed edited recording may not exceed 50% of the running time of the production or twenty (20) minutes, whichever is shorter; and
- (iii)** the recording must be made at the regular rehearsal or performance venue only and must take place within the regular working hours. Where these hours are exceeded, the Artist shall invoice for additional services and be paid accordingly. If any such recording takes place on an extended rehearsal day, any time used to specifically accommodate such recording will be considered an additional service and will be paid according to Clause 12(D); and
- (iv)** when the Engager loans a copy of the video to a potential sponsor, donor, presenter, Artist or other Artist who has participated in the recording, the Engager will notify the viewer that the tape is the property of the Engager, may not be copied or broadcast (in whole or in part), and must be returned to the Engager. Otherwise, the Engager will guarantee that the recording shall remain under its control and may not be broadcast. The Engager retains the full responsibility for any misuse of the material; and
- (v)** The final edited video may not result in the presentation of a complete Act or production. A copy of the final edited video will be forwarded to Equity which warrants that the video will remain in its possession; and
- (vi)** the names of all Artists involved in the production will appear legibly at the beginning of the promotional tape. The titles will not be included in the total time allotment in a) above; and
- (vii)** in accordance with the Indie Policy, all Artists will be given the right of first refusal in any subsequent productions of the same production by the original Engager, or by a different Engager producing by arrangement with the original Engager. The right of first refusal expires two (2) years after the closing of the previous production. An Engager may choose to pay the Artist a sum equal to two (2) weeks' contractual fees as negotiated for the original production or two (2) weeks' contractual fees at the applicable rate for the subsequent production, whichever is greater, in lieu of engaging the Artist in a subsequent production. The contractual fee includes any amount which may have been deferred in the original production.

## **(C) Archival**

A video tape of the production may be made for archival purposes under the following terms and conditions:

### **(i) Notice to the Artists**

All the Artists concerned must receive a minimum of twenty-four (24) hours written notice that a recording is to be made; and

### **(ii) Notice to Equity**

Equity must be advised of the date(s) of the taping and of all Equity members involved in the taping; and

### **(iii) No Additional Rehearsal**

No additional rehearsals will be allowed in order to facilitate the taping which must be made from the public performance without any changes whatsoever; and

### **(iv) "Archival Use Only" Notice**

The videotape must have the words "ARCHIVAL USE ONLY" generated throughout, or alternatively, the lens must be fitted with a wire or alternative device throughout the tape; and

**(v) Edits**

The resulting tape must not be edited by anyone for any purpose whatsoever and may not be copied; and

**(vi) Use**

The tape must only be used for archival purposes and may only be played back in private for reference purposes or as a teaching or rehearsal aid for the benefit of performers or management. Under no circumstances shall the Engager give a Performer a copy of an archival video prior to rehearsal. The Engager shall guarantee that the recording shall remain under its control and is not to be broadcast, distributed or used in a commercial context. There must be no public replay of the tape whatsoever.

**(D) Other**

Except as provided herein, any other recordings or broadcasts of the production(s) for which the Artist is engaged are strictly prohibited unless the Engager has obtained the advance written permission of Equity, and no Artist may participate in such a recording or broadcast unless said written permission has been obtained. The Engager agrees to abide by such terms and conditions as Equity may require in granting permission.

**(E) Production Photographs**

The Engager may call the Artist during regular rehearsal hours for the taking of customary production photographs for the usual publicity and promotional purposes for the production and the Engager. Such use may include posting on the Engager's website provided that the Engager uses its best efforts to prevent the downloading and misuse of the photograph.

Outside of cosmetic changes (airbrushing, cropping, tinting, etc.), the Artist must approve any photo in which his/her image has been altered, or placed in a context unrelated to the original photograph. No Artist may be required to pose for nude photographs. All Artists in the production photograph must be properly identified and credited (names of the Artists and the title of the production).

At the request of the Artist, and with the consent of all Artists who appear in the photograph, the Engager may agree to provide a copy of the photograph to an Artist for his/her own individual souvenir or promotional use. For the purpose of this Clause, "Artist" shall include all Artists whose artistic contribution to the production is represented in the photograph.

Any further use of production photographs is prohibited without the express written permission of Equity, and subject to any conditions (including payment to the Artist) which Equity may require for such usage.

**27. AUTHORIZATION**

The Artists authorize and direct the Engager to deduct any dues, initiation fees and periodic assessments from the Artist's weekly fee and to remit same to Equity, for the term of the engagement contract.

**28. RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION**

The Engager agrees to recognize Equity as the exclusive collective bargaining agent for the Artist.

**29. PROGRAM NOTICE**

The Engager agrees to include the following notice in their house programs:

*"Name of Engager" engages under the terms of the Independent Artists Projects Policy, professional Artists who are members of Canadian Actors' Equity Association.*

**30. CONTRACT FORMS**

After completing the contract, the Engager shall sign all four (4) copies of the Independent Artists Projects Contract in ink, and then obtain the Artist's signature on the four (4) copies. The Artist will retain one (1) copy, send one (1) copy to Equity, and return two (2) copies to the Engager. The Engager must immediately file one (1) copy with Equity.

Artists must be signed to an Equity contract before the Artist may begin rehearsal or performance.

The Engager may not present to the Artist a rider to his/her contract prior to the rider being approved in writing by Equity.

### **31. BREACHES**

Should Equity and/or any Equity Artist claim that an Engager:

- (i) has breached this Policy; or
- (ii) has breached any engagement contract of any member; or
- (iii) has made any false statement in connection with any engagement agreement, the application, or standard Independent Artists Projects Policy contract form tendered to the Artist; or
- (iv) has engaged any member of Equity for duties which fall within the scope of this Policy under any form of contract other than a standard form; or
- (v) is in default under any engagement contract with any member of Equity, or is in breach of any such engagement contract; or
- (vi) has knowingly engaged or continued to engage subsequent to notice by Equity any other Artist who is not a fully paid up member in good standing of Equity; or
- (vii) has failed to give or deposit security at the time and in the form and amount required by this Policy; then:

Equity will provide the Engager with full details of the complaint in writing. Upon final determination that such breach(es) has/have occurred, the Artist may with the consent of Equity terminate forthwith his/her engagement. In addition, the Engager agrees that it will pay the Artist forthwith in full for all services rendered by him/her not already paid for, plus any accrued deferment, plus any other sum to which the Artist may be entitled by this Policy or his/her engagement contract.

Should any breach be claimed, neither the giving of any performance by the Artist, nor any omission of any act by the Artist, or Equity shall be or act as a waiver of any of the rights of either the Artist or Equity.

Should Equity finally determine that a breach has occurred, Equity is hereby given authority without prejudice, and without penalty to itself, to intervene and require the Artist to perform, or otherwise act, not to perform, or not to take advantage of any such breach, said requirements to be made by Equity under such terms and conditions as it may in its sole discretion consider just and equitable.

All of the foregoing is without prejudice to any other or any further rights given to the Artist or Equity by this Policy or his/her engagement contract.

### **32. MATERIAL BREACH**

Non-payment or partial payment of fees including payment for additional services, dues and benefits remittances to Equity, and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Artist's contract with the Engager, Equity consenting.

### **33. TERM OF POLICY**

The Independent Artists Project Policy shall take effect November 2, 2009 and may be amended or terminated at the sole discretion of Equity.

---

**APPENDIX A:  
INDEPENDENT ARTISTS PROJECTS  
APPLICATION CHECKLIST**

---

The following checklist represents the essential elements of an Indie application. Each item should be comprehensively addressed in order to facilitate the timely review of the application to produce under the Indie Policy. Please ensure that the full details of any special requests are also included in the application, along any other relevant information regarding the project or the company, which you would like to have Equity take into consideration during the review process.

- Request for permission to produce under the Indie**
- Company Detail**
  - Name of Company
  - Background/description of Company
  - Contact information
- Title of Production**
- Production Schedule**
  - Date of first Rehearsal
  - Rehearsal schedule
  - Hours of work during opening week
  - Date of First Public Performance
  - Opening date
  - Performance schedule
  - Closing date
- Venue**
  - Name of venue
  - Seating capacity
  - Ticket prices
  - Box office potential (# of seats x max # of performances in a week x top ticket price)
- Comprehensive Budget**
  - Revenue from all sources
  - Identify percentage of budget allocated to:
    - Artists' fees
    - publicity
    - production
    - venue
- Proposed Fee Structure**

Proposal to guarantee full minimum fee OR if proposal is to defer a portion of the fees to recoupment from Box Office

  - specify proposed deferred portion of fee
  - specify proposed guaranteed portion of fee
- Proposed Fee Structure - cont.**
  - Identify minimum total guaranteed fee to an Equity member (before recoupment)
  - Identify all participants in the recoupment pool
  - Specify how and when the recoupment of deferred payments will be calculated and distributed
  - Identify attendance % point for:
    - breakeven of expenses
    - start of Artists' fee recoupment
    - half of Artists' fee recoupment
    - full Artists' fee recoupment
  - Identify all participants in the production
- Proposal for Security**
  - Security bond or Prepayment
- Quota**
  - Cast (2/3 must be Equity/ACTRA/UdA)
  - Project (50% +1 must be Equity/ACTRA/UdA)
- Creative Contributors**
  - Identify all participants in the production
- Stage Management**
  - Is the Stage Manager an Equity member?
  - If the Stage Manager will not be engaged for a full production week:
    - Proposal to accomplish the pre-production preparation otherwise
- Detailed Proposal on Promotion of the Artist**
- Archival or promotional recording**
  - Notice of intent to make recording if desired
- Any other relevant information regarding the project or the company to be taken into consideration**

---

# INDEPENDENT ARTISTS PROJECTS POLICY THE (“INDIE”)

---

## Canadian Actors' Equity Association

### National Office

44 Victoria Street, 12th Floor  
Toronto, ON M5C 3C4  
tel: (416) 867-9165  
fax: (416) 867-9246  
email: busrep@caea.com

### Western Office

736 Granville Street, Suite 510  
Vancouver, BC V6Z 1G3  
tel: (604) 682-6173  
fax: (604) 682-6174  
email: woffice@caea.com

[www.caea.com](http://www.caea.com)

