

Volunteer Cast Agreement

Guide for Filmmakers

The *Volunteer Cast Agreement* should be used when you engage unpaid actors to work on your production.

This document contains:

- ▶ General information about using the Agreement
- ▶ Step-by-Step Guide to the Agreement
- The Volunteer Cast Agreement form

▶ General information about using the Agreement

WHY

A signed agreement shows that you (the filmmaker) and the volunteer understand and agree:

- ▶ what you expect of each other
- ▶ on the conditions of the Agreement.

WHO

The Agreement is between you and the volunteer who will be working on your production. It is your responsibility to provide safe and fair working conditions.

A **volunteer** is a person who works for no payment. If you pay someone even a small amount, or agree to pay them later, they are **not** a volunteer and you should use the *Contract Cast Agreement*.

WHEN

You must have a signed agreement between yourself (the filmmaker) and the volunteer **before** the volunteer starts work on your production.

HOW

Read the step-by-step guide on the following page.

▶ Step-by-Step Guide to the Agreement

Before you meet with the volunteer

Read the Agreement

Each part of the Agreement has a number. You must understand what each part of the Agreement means. This guide explains what each part means.

Complete Parts 1 to 5

- 1. Production Title** The title of your production. If it doesn't have a title, write a brief description of the production (e.g. "scenes for a short drama set in a bathroom")
- 2. Filmmaker** Your name and position (e.g. producer or production manager)
- 3. Volunteer Details** What is the name of the volunteer and their contact details?
- 4. Cast Role** What is the role that the volunteer will have? This is the name of the character and is the credit that you must include on your production.
- 5. Dates and Times of Work** The dates and times that the volunteer will work. For example, will the volunteer be required for wardrobe fittings? If you don't know the exact times, tick the check box for *To be advised in call sheets and schedules issued in advance.*

- ▶ Give a copy of the Agreement to the volunteer.
- ▶ Make sure they have enough time to read, consider and discuss it before meeting with you to sign it.

When you meet with the volunteer

Prepare your documents

Have a copy of:

- ▶ the Agreement
- ▶ your Public Liability Insurance Policy
- ▶ your Volunteer Workers' Accident Insurance Policy
- ▶ *Basic Cast Conditions* document
- ▶ *Top Ten Tips for Cast* document
- ▶ *Code of Conduct for Working with Children on Set*

Use this guide as a step-by-step way to talk about the Agreement with the volunteer

- ▶ Explain clearly what you want them to do, and when you want them to do it.
- ▶ Talk about each part of the Agreement.

6. Safety and Security

You must make sure that all volunteers have the skills and experience to do the work. Talk about the role and what is expected. They should understand what the role is and be confident and experienced in performing.

- ▶ Discuss any physical actions that you have identified in your safety plan (e.g. stunts).
- ▶ Does the script include or suggest violence, nudity or sex? If yes, how will you film these scenes?
- ▶ If the volunteer has not worked on set before, you must talk about safe behaviour on set.
- ▶ If children will be on set, discuss how crew and cast must behave around the children.
 - Give a copy of the *Code of Conduct for Working with Children on Set*.
- ▶ Explain that volunteers must not work if they are under the influence of drugs or alcohol.

7. Pay and Conditions

The volunteer will not be paid.

The other conditions of the volunteer's work, such as hours and breaks, and safety on set, will be those in the *Actor's Feature Film Collective Agreement 2012*. More information can be found at www.meaa.org

- Give a copy of the *Basic Cast Conditions* to the volunteer.

8. Credits

The volunteer must get a credit on the production. This credit must be the role named in *Part 4 Cast Role*. If the volunteer wants to use a different name for the credits, write this in the space for notes.

9. Editing

The volunteer agrees that the filmmaker:

- ▶ may edit the recordings and
- ▶ does not have to include the volunteer's work in the production.

10. Publicity

The volunteer agrees that the filmmaker may use images and recordings of the volunteer to promote the production.

11. Filmmaker's Right to Screen the Production

The volunteer agrees that the filmmaker may show all or part of the production anywhere in the world, on any platform (e.g. in the cinema, on TV, on the internet) at any time.

12. Public Liability Insurance

- ▶ You must have Public Liability Insurance for the production.
- ▶ You must have a copy of this insurance policy to show the volunteer.

13. Volunteer Workers' Insurance	<ul style="list-style-type: none"> ▶ You must have (or will have before the production starts) Volunteer Workers' Personal Accident Insurance. ▶ You must have a copy of this insurance policy to show the volunteer.
14. Breach of Agreement	<p>This part explains that if you break one of the parts of the Agreement, the production can still go ahead. If the volunteer is unhappy, they can take the matter to court.</p>
15. Additional Information	<p>Write down any other points you agree on. For example:</p> <ul style="list-style-type: none"> ▶ Will the volunteer supply their own clothes or make-up? ▶ Does the volunteer agree to keep their hair the same style? ▶ Will you give the volunteer a copy of the film? ▶ Can the volunteer use the footage for their portfolio? ▶ Will you cover the travel costs of volunteers?
16. Signatures	<p>The volunteer and the filmmaker must sign and date the Agreement. the Agreement is only finished and useful when it is signed by the volunteer and the filmmaker.</p>
17. Date	<p>The date that you both sign the Agreement.</p>
<p>▶ Give one copy of the signed Agreement to the volunteer and keep one copy.</p>	

Wide Angle Tasmania waives all liability and takes no responsibility in relation to any consequences that may arise in relation to the contents of the Agreement.

7. Pay and conditions No fees or payments will be made.
The volunteer participates in the production under all other working conditions of the *Actors Feature Film Collective Agreement 2012*.
The filmmaker must provide the conditions listed in the *Basic Cast Conditions* document.
More information can be found at www.meaa.org.

8. Credit The filmmaker must give an end-screen credit to the volunteer for the role named in *Part 4 Cast Role*.
Notes

9. Editing The volunteer agrees that the filmmaker may edit all footage of the volunteer's performance and that the filmmaker does not have to include the volunteer's work in the finished production.

10. Publicity The volunteer agrees that the filmmaker may use stills shot on location and stills from the volunteer's performance in the production to promote, market and distribute the production.

11. Filmmaker's Right to Screen the Production The volunteer agrees to be filmed and that any material filmed may be used in the production. The volunteer agrees that the filmmaker may show and allow others to show all or any part of the material filmed throughout the world by any medium at any time.

12. Public Liability Insurance The filmmaker has Public Liability Insurance for a sum of at least A\$20,000,000 for claims made if injuries or property damage occur because of the filmmaker's activities.
This insurance protects the volunteer and others working for the filmmaker if claims are made.
The volunteer may ask to see the Public Liability Insurance Policy.

13. Volunteer Workers' Insurance The filmmaker has Volunteer Workers' Personal Accident Insurance to cover costs claimed if the volunteer is injured while working for the filmmaker.
The volunteer may ask to see a copy of the filmmaker's Volunteer Workers' Personal Accident Insurance Policy.

14. Breach of Agreement

If the filmmaker breaches this Agreement, the volunteer understands and agrees that the volunteer:

- ▶ cannot terminate the Agreement
- ▶ cannot stop the film from being released and promoted
- ▶ can make a claim for damages against the filmmaker.

15. Additional Information

List any other points you have agreed on.

16. Signatures

Signature of Volunteer ▶

.....

Signature of Filmmaker ▶

17. Date of Agreement

...../...../20.....

Wide Angle Tasmania waives all liability and takes no responsibility in relation to any consequences that may arise in relation to the contents of the Agreement.