

# Contract Cast Agreement

## Guide for Filmmakers

The *Contract Cast Agreement* should be used when you engage a paid, independent contractor to work as an actor on your production.

This document contains:

- ▶ General information about the Agreement
- ▶ Step-by-Step Guide to the Agreement
- ☐ The *Contract Cast Agreement* form

### ▶ General information about using the Agreement

#### WHY

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

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

#### WHO

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

An **independent contractor** is a person who runs a business and hires out their services. They have an ABN (Australian Business Number) and they submit an invoice for payment. The invoice may include GST. Check your superannuation responsibilities on [www.ato.gov.au](http://www.ato.gov.au).

Some actors have an **agent**. The agent is the person you must talk with and make the Agreement with.

Do not use this Agreement for members of Actors' Equity or for TV series, commercials or feature films. You can find agreements for these productions [www.meaa.org](http://www.meaa.org).

#### WHEN

You must have a signed agreement between yourself (the filmmaker) and the contractor **before** the contractor 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 contractor

#### 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 6

- 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. Contractor Details** The contractor's name, details, business name and ABN.
- 4. Agent Details** The agent's name and contact details.  
If the contractor does not have an agent, put a line through this section.
- 5. Cast Role** What is the role that the contractor will have? This is the name of the character and is the credit that you must include on your production.
- 6. Dates and Times of Work** The dates and times that the contractor will work. For example, will the contractor be required for wardrobe fittings? If you don't know the exact times, tick the check box *To be advised in call sheets and schedules issued in advance*.

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

### When you meet with the contractor

#### Prepare your documents

Have a copy of:

- ▶ the Agreement
- ▶ your Public Liability Insurance Policy
- ▶ your Workers' Compensation 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 contractor

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

### 7. Safety and Security

You must make sure that all contractors 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 contractor has not worked on set before, you must talk about safe behaviour on set.
- ▶ If children will be on set, discuss how cast and crew must behave around the children.
  - Give a copy of the *Code of Conduct for Working with Children on Set*.
- ▶ Explain that contractors must not work if they are under the influence of drugs or alcohol.

### 8. Fee

How much will you pay the contractor for their work? Will the contractor charge GST? Talk about when you will pay the fee.

### 9. Working Conditions

The conditions of the work, such as hours and breaks, and safety on set, will be those in the *Actors Feature Film Collective Agreement 2012*. More information can be found at [www.meaa.org](http://www.meaa.org)

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

### 10. Credit

The contractor must get a credit on the production. This credit must be the role named in *Part 5 Cast Role*. If the contractor wants to use a different name for the credits, write this in the space for notes.

### 11. Editing

The contractor agrees that the filmmaker:

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

### 12. Publicity

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

### 13. Filmmaker's Right to Screen the Production

The contractor 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.

<b>14. Public Liability Insurance</b>	<ul style="list-style-type: none"> <li>▶ You must have Public Liability Insurance for the production.</li> <li>▶ You must have a copy of this insurance policy to show the contractor.</li> </ul>
<b>15. Workers' Compensation Insurance</b>	<ul style="list-style-type: none"> <li>▶ You must check that the contractor holds a current insurance policy. This policy must pay benefits to the contractor (or the contractor's family) if they suffer a job-related injury, death or disease.</li> <li>▶ You must ask to see the contractor's insurance policy.</li> <li>▶ You must take out an insurance policy for the contractor if the contractor does not hold a worker's compensation or income protection policy.</li> <li>▶ If you provide this insurance, you must have copies of the insurance policy to show the contractor.</li> <li>▶ Tick the box to show who provides insurance for the contractor.</li> </ul>
<b>16. Additional Information</b>	<p>Write down any other points you agree on. For example:</p> <ul style="list-style-type: none"> <li>▶ Will the contractor supply their own clothes or make-up?</li> <li>▶ Does the contractor agree to keep their hair the same style?</li> <li>▶ Will you give the contractor a copy of the film?</li> <li>▶ Can the contractor use the footage for their portfolio?</li> <li>▶ Will you cover the travel costs of contractors?</li> </ul>
<b>17. Breach of Agreement</b>	<p>This part explains that if you break one of the parts of the Agreement, the production can still go ahead. If the contractor is unhappy, they can take the matter to court.</p>
<b>18. Signatures</b>	<p>The contractor and the filmmaker must sign and date the Agreement.</p> <p>The Agreement is only finished and useful when it is signed by the contractor and the filmmaker.</p>
<b>19. Date</b>	<p>The date that you both sign the Agreement.</p>
<p>▶ Give one copy of the signed Agreement to the contractor 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.*



# Contract Cast Agreement

This is an agreement between the filmmaker and the Contract Cast member.

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## 1. Production title

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**2. Filmmaker**      Name.....  
Position .....

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**3. Contractor  
Details**            Name.....  
Business name.....  
ABN.....  
Address.....  
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Phone number.....  
Email.....

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**4. Agent Details**      Name.....  
Address.....  
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Phone number.....  
Email.....

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## 5. Cast Role

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**6. Dates and Times of Work**      The contractor agrees to work on:  
Date(s).....  
Time(s) .....

OR

To be advised in call sheets and schedules issued in advance.     

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**7. Safety and Security**      The contractor must obey all reasonable requests to ensure the health and safety of people and security and safety of equipment at the film set.

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**8. Fee**      \$.....

Is GST payable?     

    ▶ YES     

    ▶ NO     

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**9. Working Conditions**      Payment will be as agreed in *Part 8 Fee*.

The contractor 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](http://www.meaa.org).

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**10. Credit**      The filmmaker must give an end-screen credit to the contractor for the role named in *Part 5 Cast Role*.

Notes.....

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**11. Editing**      The contractor agrees that the filmmaker may edit all footage of the contractor’s performance and that the filmmaker does not have to include the contractor’s work in the finished production.

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**12. Publicity**      The contractor agrees that the filmmaker may use stills shot on location and stills from the contractor’s performance in the production to promote, market and distribute the production.

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**13. Filmmaker’s Right to Screen the Production**      The contractor agrees to be filmed and that any material filmed may be used in the production. The contractor agrees that the filmmaker may use stills shot on location and stills from the contractor’s work in the production to promote, market and distribute the production.

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**14. 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 contractor and others working for the filmmaker if claims are made.

The contractor may ask to see the Public Liability Insurance Policy.

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**15. Workers' Compensation Insurance**

The filmmaker has Workers' Compensation Insurance to cover costs claimed if the contractor is injured while working for the filmmaker.

The contractor may ask to see the Workers' Compensation Insurance Policy.

Workers' Compensation Insurance is provided by the:

- ▶ Contractor
  - ▶ Filmmaker
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**16. Breach of Agreement**

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

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

List any other points you have agreed on.

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**18. Signatures**

Signature of Contractor ▶

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Signature of Filmmaker ▶

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**19. Date of Agreement**

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

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*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.*