

The Role of the Agent

1. Recognizing the uniqueness of their client's abilities, an agent will use all reasonable efforts to assist the client in procuring engagements in the entertainment industry.
2. An agent will be truthful in his or her statements and represent every client in good faith.
3. An agent will maintain the confidentiality of all dealings on behalf of the client both during representation and after the representation has terminated.
4. An agent will inform the client, upon request, of any and all activities undertaken on the client's behalf.
5. An agent will not make any claim or guarantee of engagements to clients that cannot be immediately substantiated.
6. An agent will not accept engagements on the client's behalf without informing the client of the terms of engagement including but not limited to details of fees, performance credit and working conditions.
7. An agent will negotiate terms and conditions of prospective engagements in consultation with the client.
8. An agent will recognize and uphold the client's prerogative to refuse any and all offered engagement opportunities.
9. An agent will adhere to applicable human rights legislation and commit to work to protect the client from harassment, discrimination, bullying and violence.

The Business of the Agent

10. An agent will maintain an office, records and such tools normally deemed necessary to conduct business as an agent in the entertainment industry.
11. An agent shall make herself/himself available at all reasonable hours to speak or meet with a client upon request. Accommodations for client consultation shall be made within 72 hours.
12. An agent shall not require the client to engage any particular photographer, printer, school or any other service provider as a condition of representation.
13. An agent will fully disclose any financial or other interest he or she has in any industry-related business they recommend to the client. An agent will recommend a minimum of three service providers. The agent shall have no financial interest in at least two of the three recommended businesses.
14. An agent will not advertise to the general public for the purpose of soliciting clients in any manner that is misleading, deceptive or found to be contradictory to generally accepted professional standards of ethical conduct as expressed herein.
15. An agent will ensure, to the best of their ability, that any industry showcase, talent event or modelling convention that the agent attends or endorses is ethical and conforms to the principles of this code.
16. An agent will not accept engagement as an actor.



The Entertainment Industry Code of Ethical Conduct

Rev. 02/06/18

Agent Commissions, Contracts, and Financial Records

17. An agent will negotiate with the prospective client, at the time of signing, a representation agreement with a detailed commission structure. An agent will not charge a client more than 15% commission for Film TV and Digital work. Commissions will not be levied on auditions.
18. Any extraordinary expenses (including but not limited to photo reproductions, demos, union dues, permits or casting breakdown services) paid for by the agent must have the client's previous approval and will be reimbursed by the client, once he or she is provided with receipts for any expense incurred.
19. Talent Agents are not allowed to charge "registration" or "annual maintenance" fees except in the case of Background agents who may charge a one-time registration fee, to a maximum of \$100.00, and only in the first year of representation.
20. A new agent will remind clients that all commissions due to the original agent of record should be kept current and paid accordingly, as set out in their original client/agent contract.
21. An agent will maintain proper financial records pertaining to engagements and provide supporting documentation to the client with payment or upon request, within twelve months of engagement.
22. An agent will not commingle monies belonging to the client with monies belonging to the agency but will keep such monies in a separate client account or trust account.
23. All monies belonging to the client received by the agent shall be faithfully accounted for and the agent will pay each client his or her share of all monies within five (5) business days, after the funds have cleared.
24. An agent will not enact any financial penalties against a client beyond collecting outstanding commissions owed.
25. A contract between an agent and the client will not stipulate terms longer than one year. After one year, either party may terminate their contract with (60) days' notice unless there is a mutual agreement to an immediate termination or extension. Requests for early termination will not be unreasonably denied.

Individual Agent Name (print)

Signature

For (agency name)

Date