the ACTRA shorts film festival

Application Kit

Must be returned by April 1, 2017

Title of Short: _____

Contact Person (must be a member): _____

Contact Number: _____ Email: _____

One line description of the short (25 words max.):

_____

_____

_____

_____

RULES & REGULATIONS

1) All ACTRA Shorts must be produced under the terms of the Member Initiated Production Agreement.

2) Members may not submit more than one project in which they are the majority owner.

3) The time limit for each short is 10 minutes (including credits, without exception).

4) The ACTRA logo must appear in the closing credits of your short.

5) Not all ACTRA Shorts may be shown at the festival. A Selection Committee made up of members will choose the appropriate number of ACTRA Shorts (based on merit) to fill the festival's run-time.

6) A jury will choose the Best Short.

7) Participants are responsible for filming and editing their own films. ACTRA will not provide any resources.

8) The deadline for submitting your ACTRA Shorts Application is April 1, 2017 (without exception).

9) The deadline for submitting a copy of your ACTRA Short is May 28, 2017 (without exception).

9) The festival will be held shortly before the 2017 ACTRA Awards in Montreal - June 11, 2017.

ACTRA Member Initiated Production Agreement

This Program seeks to stimulate the desire of members to come together and create original works of art without having the financial resources to pay established daily fees to performers. It also intends to encourage members to advance their skills as actors, and allow them to develop their skills in other key creative areas.

Under this Program, the role of the 'producer' is played by the partnership that is created by the members who come together. ACTRA's role - through PRS - is to represent performers' interests in the commercial exploitation of the project in the market place.

The terms of the **ACTRA Member Initiated Production Agreement** have been modified for the purposes of producing short films for the **ACTRA Shorts Festival**. Any and all productions produced for purposes other than the **ACTRA Shorts Festival** are not eligible to apply under this modified version of the Program.

Terms of Agreement

The Ground Rules:

1. Performers will come together to strike a Limited Partnership.

2. The performers will decide amongst themselves - through a unanimous vote - what each partner's entitlement in the LP will be in terms of their share of the ownership, and any applicable daily fees. The Limited Partnership Agreement will clearly indicate this understanding. Any changes will require the unanimous consent of all partners.

3. In all instances, ACTRA members will - collectively - retain at least 55% ownership.

4. An individual ACTRA member may achieve majority ownership, but not more than 60%.

5. Non-members may be included in the Limited Partnership. These non-members can be either passive investors or hands-on creators like writers, directors or DOPs. No individual non-member can hold more than 40% of the ownership.

6. ACTRA PRS will be entitled to a 5% ownership share on all projects, and all matters pertaining to the exploitation of the final product will require ACTRA PRS approval.

Qualifying Criteria:

7. Final approval of the project will rest with the ACTRA Regional Director - in consultation with the local Branch Staff.

8. Projects containing stunts and/or nudity are not permitted under this agreement.

9. Commercials and corporate productions are not eligible to apply under the Program.

10. Application to this Program must be made to the local branch of ACTRA 30 days prior to the commencement of principal photography.

11. All performers on these productions must be ACTRA members.

Procedure:

12. All regulations covering the working conditions of performers in the IPA shall be adhered to.

13. All performers must receive a credit, either front end or in the crawl.

14. The ACTRA logo must appear in the end credits.

15. Any and all revenue generated will be collected by ACTRA PRS, who will in turn disburse them amongst the partners, as stipulated by the share allocation in the Limited Partnership Agreement.

ACTRA MIP Agreement

Examples:

Scenario #1: Equal Partnership

A comedy troupe of five members write and produce a short film. Because this is truly a collaborative and egalitarian endeavour, they determine that each is entitled to an equal share when they meet to constitute themselves into a Limited Partnership;

- Five partners @ 19 % each; for a total of 95%.
- ACTRA PRS 5%.

Scenario #2: Unequal partnership

A member initiates a project by writing a script for a 15 minute short. This member also intends to direct the short and act in it. S/he requires five other performers. (Two performers - including the initiating member - will work four days each, and the remaining four performers will work one day each, for a total of twelve work-days.) The six ACTRA members constitute themselves into a Limited Partnership and agree on the following terms;

- For writing and directing the short, the initiating member will receive 35% of the ownership. (15% for writing the script and 20% for directing)
- 5% will go to ACTRA PRS.
- The Partnership decides to divide the remaining 60% amongst the six performers according to days worked, using the following formula;
  Total # of workdays=12 12:1 as 60:x x=5
  The two performers with four days will receive 20% each; for a total of 40%.
  The four performers with one day will receive 5% each; for a total of 20%.

(Note that by performing for four days and thus receiving an additional 20% of ownership, the initiating member brings her total up to 55%.)

Scenario #3: Project Involving Non-Members

Four members who wish to create an experimental film, come together as a partnership and decide that each contribution is equal. They then decide to bring on two non-members as partners; an experienced DOP as well as a minor equity investor who agrees to put up $10,000 to finance the film but does not intend to play a creative role. The four members decide to grant these two non-members a share of the ownership structure and strike the following agreement;

- Each of the four members receives 15%; for a total of 60%.
- 5% will go to ACTRA PRS.
- 15% is granted to the DOP non-member.
- The remaining 20% is given to the passive investor who contributed $10,000.

ACTRA MIP Partnership Agreement

We, the undersigned, have come together to produce the project entitled _____ under the ACTRA Member Initiated Production Agreement.

We agree to abide by all of the terms and conditions of the MIP Program.

We have also agreed on the following distribution of ownership of the project.

- ACTRA Members must collectively retain at least 55% ownership.
- No individual ACTRA Member may retain more than 60% ownership.
- No individual non-member may retain more than 40% ownership.

Name	Member #	Function	Signature	Ownership %
Performers' Rights Society				**5%**

NB: The percentages listed above should equal 95%, as 5% of the ownership goes to ACTRA PRS.

Signed at Montreal, on _____, 2017.