

**IN FRONT OF THE CAMERA**



**THE PRODUCER'S & DIRECTOR'S GUIDE  
TO CASTING  
PROFESSIONAL TALENT**

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## **INTRODUCTION**

**Selective Casting/Internationally Speaking** and **Jeanne Boisineau Casting** operate in different cities (New York and Richmond) and, consequently, different markets. What we have in common is a specialty in casting what the talent unions call “Industrials.” That is, non-broadcast media (Web, Audio, Video, Events) being produced by or for corporations, not-for-profits, educational institutions and government agencies. We also both have professional theatre backgrounds which give us a certain affinity and sensitivity toward actors, as well as an ability to evaluate their ability to deliver the material.

During many years in business we found we were repeating ourselves in explaining what casting was all about and the role of the casting director

We want this book to be a resource for media directors, producers, web designers, art directors, marketing consultants, writers, corporate media managers and business to business advertising agencies to help them get the most value and best results out of the process of finding the right talent for their projects.

Certainly the process and the available resources will not be the same in every market. Even New York and Los Angeles are different. But the process for finding talent, both union and non-union is universal. And, when it comes to booking union talent (SAG or AFTRA) the rules are the same whether you are hiring talent in Wichita or Washington, DC.

## **PART ONE**

Perhaps you've never felt a Casting Director was needed because you're not doing Hollywood movies nor do you have a Hollywood budget. You have a collection of headshots (talent photos) you've collected over the years and have always been able to find whatever talent you needed from those files or among people you know. But, suddenly a project requires someone out of the ordinary, perhaps with a special skill or look. Or the script calls for several roles to be cast. Even then you probably ask why hire anyone to find some actors? That should be easy. I'll do it myself.

So you place an ad on several online websites (Craig's List is popular) or maybe run ads in local newspapers or trade journal. Within days, you receive hundreds of pictures and resumes. Many come from people who have no acting experience or live in another part of the country.

You manage to sift through all the responses and select several people you think will fit the role(s) you are looking for. Once you set up meetings with the candidates, it takes a very short time to realize how deceiving pictures can be and that this approach has just been a colossal waste of your time and energy.

And you still haven't gotten your cast.

So then you call a talent agent or two and ask them to send over some actors. Agents represent talent. They are a resource but they don't cast. In some markets, Agents may also claim to be Casting Directors. However, that is effectively a conflict of interest and is not permitted when it comes to casting union talent Agents are paid based on a percentage of the fee earned by the actors they represent. Sometimes they want to keep their more experienced talent available for projects that would be more lucrative, like commercials. Or they may send you every actor in their stable hoping one will make the cut.

If you are looking for special skills, a specific demographic or foreign talent or even experience with a teleprompter, the agent may not represent who you're looking for. Furthermore the agent is not in the business of finding him or her for you. Finding talent specifically needed for your project? That is the role of the Casting Director.

## **THE ROLE OF THE CASTING DIRECTOR**

Casting Directors have many resources to tap. First they maintain large files of photos and audition clips that actors constantly send them. They also gather photos and resumes from previous casting sessions. Selective Casting/Internationally Speaking maintains 50 three ring binders with photos and resumes broken down by every conceivable category and JBCasting has the same but in files rather than three ring binders. Some casting directors keep their files electronically but we like the ability to look at the pictures full size and lay them side by side so that the director can see the casting choices together which is very difficult in a digital format. Your client can see them in a digital format but for directors they need to see them in a full frame format.

Casting Directors have personally screened many actors over time. They know whether or not they look like their photos. They know how they move and how they speak, what their experience has been and whether or not they might be appropriate for your project. Casting Directors ongoing relationships with agents give them access to, and the ability to request talent that a producer will not have access to by calling the agent directly.

### **What About Fees?**

An effective Casting Director saves the project and the client money which often more than offsets the casting fee. Casting Directors understand union rate scales and work rules and can often negotiate more favorable rates for talent whether it be union or non-union than the producer can. They can also

recommend whether union or non-union talent would be most appropriate for the project.

Casting Directors are paid by the producer, usually on a predetermined fee based on standard rates. However a per-project fee can be adjusted to fit the project. Casting fees will vary from project to project so before submitting an estimate for a program, consult a Casting Director for specific fees. Don't assume that the fee charged for the past project will be same for the next one.

### **Do I Always Need A Casting Director ?**

No. You or the client may know enough actors who you have worked with and are available for the job. Or, if you have time and enough connections you might like to try a full scale casting yourself.

Many producers seem hesitant to include a casting fee line in the budget. In some cases we suspect they have a problem explaining it to the client, or perhaps feel that the client will expect the producer or director to have the expertise, contacts and time to do the casting. However, in terms of overall budgets, that cost is minimal and certainly more cost effective, than having the producer or director to it. So, we suggest making a habit of putting in a line for casting whenever you budget for a job. That way, it's there if you need it, but can be used for other purposes, if you don't.

### **What To Look For In A Good Casting Director**

Nobody grows up planning to be a Casting Director. Unlike a teacher, doctor, lawyer, scientist...there is no educational standard or degree to teach you how to cast or help you evaluate who is best to cast ...so how do you know ? One way to find out is to ask actors, talent agents, writers and other producers or directors you respect to make recommendations. A good professional knows another good professional.

Even with a recommendation we suggest checking out casting directors' websites and speaking to them on the phone preferably before you even have a need for casting. This way you can get a sense of how each one works; the nature of the projects they tend to cast, the resources they have and the fees they charge.

Having rapport with your casting director is essential. You must feel the casting director is hearing and understanding your needs. A good casting director looks at talent with your vision filtered through his or her experienced eye. Your project becomes their project.

### **Preparing For The Casting Session**

In preparing for the casting session, decide which portions of the script you wish to have the actors read. It isn't necessary to hear the whole script nor is it

necessary to work with the final script. What is necessary is that you have something specific that the talent can work from. If the script has technical language, include that in your selection. And, have plenty of copies of the script available for the session so the talent can review the material while waiting. The Casting Director will collect all script copies to be sure that no confidential information gets out.

Give the Casting Director as much background as possible on the project: Who is the audience? What does the program hope to achieve? Who are the characters? The Casting Director can then help the talent better prepare for the audition.

It is really important that the producer or director attend the session, if possible. Meeting the talent in person gives them a better sense of how an actor moves, performs and takes direction. It's also important for the director to have a sense of the people they would be working with. This is impossible to judge from just viewing a DVD or looking at photos and resumes.

Most directors want to control the sessions by making their own selections from the casting session and then showing their client their choices. Most clients don't have the time or desire to see the whole session.

### ***WHAT TO LOOK FOR IN TALENT***

Talent must come to the casting session with picture and resume. Although the hazards of judging by the photo alone have already been mentioned, the resumes do give you some indication of an actor's range. A strong theatrical background with work in film and television is most important. Additional abilities and skills such as medical knowledge, a financial degree, a law background, or computer skills are also helpful. When looking for a good spokesperson, TelePrompTer skills are a must and previous experience as an on-camera spokesperson should be considered.

The actor should also arrive dressed appropriately for the part if possible. Casting Directors will provide size cards to help later with booking and wardrobe. Some Casting Directors especially those who cast commercials use digital scanning services for actors information.

Don't reject an actor if his or her hair isn't just right. Hair can always be fixed. If an actor has a mustache, ask if they will shave it for the role. Many times an actor will shave for the job, but not for the audition.

The Casting Director should make the talent feel at home in the environment. They understand the importance of creating an atmosphere which allows for creativity and openness.

The director can also help actors by initially asking if they have any questions. And then allowing them to do the scene with a minimum of direction. This may even give the director some further insight into the script as well as seeing where the actor is coming from. The Director should then give the talent some direction and ask for a second reading, even if the first reading seemed on target. This allows assessing how well the actor takes direction.

Take clear notes in viewing the talent. A word or two is all that is needed when reviewing the audition. As mentioned previously, if the client makes the final decision, the director should narrow the viewing to the two or three top choices. Remember, one of the advantages in using the Casting Director was to save time, so share that savings with your client as well.

### **It's Not The Quantity Of Actors You See; But The Quality**

When the role description is that of a young account executive 25-30 and you're seeing only twenty-five year old blond men you are not being given choices Perhaps a female or a minority would be equally appropriate. The casting session is a perfect time to experiment with appropriate options. Seeing variations at the casting session will add to the creative vision of the final product. However if the role specifically calls for a 25 year old blond male, that's a different situation.

In much the same way making one role specifically ethnic, unless it's crucial for the piece, can be limiting your choices. If you have the casting director bring in the best actors for the role chances are you will have your ethnic mix....however; don't try to force ethnicity if it's not true to the piece.

You will have immediate feelings right after a casting session. Share them with the Casting Director. This is a good time for the Casting Director to answer any questions or concerns regarding the talent. Since Casting Directors know the talent, let them give you insights which will help in making your choices

### **Special Casting Situations**

The request for foreign faces and international voices is increasing. It is essential that in casting such roles, provisions are made to have a native foreign person check the accents of the actors even if the script is in English. The last thing in the world you want to do is offend your international audience.

In the same way holding auditions for Actors with Disabilities must be done with awareness of providing proper accessibility and in the case of a hearing impaired actor, you must hire a ASL interpreter.

## ***10 THINGS EVERY GOOD CASTING DIRECTOR KNOWS***

1. How to budget talent costs
2. Who's willing to work for your budget (but doesn't advertise the fact)
3. How to creatively manage the use of your talent to minimize talent costs
4. Where to find the better talent
5. Who's new and hot vs. who's a hotshot with a bad work reputation that could poison your project
6. How to winnow out the talent so that all you see are the top choices available for the production
7. Who has special skills that can improve your production
8. How to set up and run a casting session efficiently and cost- effectively
9. How to get the most out of the talent you are auditioning
10. How to deal book talent with the agents, including union clearances if necessary.

## ***PART TWO***

### ***THE PROCESS***

We often get the feeling that clients think talent is found on hangers like suits and dresses. So when a call comes in all the Casting Director has to do is take a few actors off the rack according to the specifications of the script and send them off to audition. How hard is that?

Well, as anyone who has had to cast talent knows, it's not that easy. Actors are professionals with personal lives and business commitments. In order to have a successful casting session and shoot you need to have a good selection of candidates and finding them takes time and resources. Even if the Casting Director knows people who are perfect for the role, we can't always know whether they are available to audition or to do the job.

That's why we always need a day or two to prescreen new talent, To prescreen effectively we need a script, not necessarily the final script but something that allows us to assess the actor to see if he or she is right for the material.

If there are many roles to cast or an unusual type person or skill required, we need even more time to do the search. While Casting Directors typically don't charge by the hour, there may be some incremental cost increase for the extra work involved. In any case, the additional time allows the Casting Director to do the necessary searching and prescreening to make sure the client gets the right person for the job.

The next step is the audition. The Casting Director will have pre-selected several actors thought to be right for each role.

Once the talent is chosen and put on hold(not a booking), they need to know where things stand especially if it's a hold for a one day shoot a week or two away. Usually the creative people are aware of this, but they need client approval. This causes delays and may mean the talent is no longer available.

It's worth emphasizing that many people's lives (producer, crew, talent) are put on hold awaiting final client approval. The client may not recognize how much is at stake because producing video is not their business and therefore, not a priority. Meanwhile the talent needs to learn the script, or at least become familiar with the lines. Giving the talent the script constitutes a contract booking. That means that if the approval is delayed beyond the scheduled recording date, the talent must be paid anyway. So the producer will want to wait for that approval before giving the talent the scripts.

In addition, the payroll service has to issue contracts, which also can't be done without approval of the talent.

It's all about understanding process.....And making it clear from the outset that we all want the best result. To achieve it we need to understand what's involved from the other person's point of view. After all aren't we in the communication business?

## **CASTING TIPS**

Several years ago we started sending monthly Casting Tips to directors, producers and Media managers in an effort to help them understand the process of casting. They proved to be most successful and many of our clients suggested that these Tips be put in book form so others could benefit from them as well. Here then, is a collection of those Tips.

### **Casting is a Creative Process**

Recently we had the privilege of casting for clients who have never needed to cast before. We say privilege because they were very honest about their lack of experience and their excitement was contagious. This type of client is actually easy to work with because they have no fixed agenda and they are eager to learn.

From a casting director's perspective, a client with an open mind is a creative delight because he or she may change their initial concept of the role based on an actor's interpretation. In fact, this came up recently, when our client had a man in mind to do the video. Because many on-camera narrator roles are gender neutral (like this one was), we suggested he see women as well, and he agreed. In the end, he hired both a man and woman, which was more expensive but will ultimately make for a better training video.

### **Casting the Impossible**

The hardest casting falls into two categories:

1. Too general: (*As in male/female 30-70*) or,
2. Too specific (*As in a 5'8" male balding on top with blond sideburns, freckles preferably with brown eyes*).

The first leaves the Casting Director with no clues as to where to begin. The latter only makes sense if the physical characteristics are essential to the character and except for height everything else can be cosmetically created.

Here is what a Casting Director needs to know to find the best candidates for the role:

1. The purpose of the script and who is the audience

2. The relationship of the characters
3. The age and gender of the characters
4. Any specific traits and skills needed for the role

These four points seem obvious to most people who work with actors but sometimes a non-scriptwriter creates the script and the inconsequential details take over. It could be beneficial if you discuss the four points with your corporate client. It can help give him/her insight into the process and you, a clearer understanding of their needs.

### **Casting the Same Actor**

Your past experience with an actor doesn't necessarily determine whether or not they are perfect for your new material.

You may be thinking, "Charlie was great in the last video. Why don't we use him again?" But just because he was good for one role doesn't mean he can do all roles.

Charlie may be a great narrator, but can he play a serious role that requires strong acting? Or a comedic role that requires a certain timing?

When did you see Charlie last?

Charlie may have gained a lot of weight since you worked with him last, or shaved his head or grown a professorial beard (that he must keep for a commercial he's shooting after your job).

And do you really want Charlie in every one of your videos?

If you want to reuse an actor:

1. Audition the actor again (You don't need a casting session for that.). It's important to hear them doing the new material.
2. Conduct the audition in person, without a camera. Then you'll really know if Charlie is right for this role. If not, you gave him a shot and you'll bring him in again when the role is right. If yes, you can feel confident and there will be no surprises the day of the shoot.

## **Casting a Host**

Remember Dear Charlie?

He was a great host for that video on teen violence. But put him before a live audience and the poor man has no stage presence.

Ralph, on the other hand, has a lot of charisma on stage but can't tone it down for a video.

There is no such thing as the perfect "Host." What is perfect in one venue may not work in another. That's why it's important to define the role and duties of your Host before you start your search.

1. If you need a host to introduce the speakers, relax the audience and make them laugh, don't even think of hiring a stand up comedian. They're fine with their own material, but if you give them a script written by someone else, they are rarely funny. It's better to hire an actor with humor, who understands the rhythm of the piece or hire the stand up to write his own act and perform it.
2. If you need a host to interview people, read the teleprompter and basically do what they do on "Good Morning America," then don't hire an actor. Many actors can read lines like a newscaster, but you know they are reading lines. They are "acting" as a Host, but that's not "being" a Host. It's better to hire a host with some real broadcast experience.
3. Nowadays many Websites use Hosts. Remember that a Host is an image of your company so using an expert who works for the company as a Host can be a mistake. The company may be better served positioning the expert on the website as an expert and leave the Hosting to a professional.

## **Casting from Pictures**

You know what sends a professional shudder down our spines? A client requesting to see headshots before the audition.

Don't get us wrong, pictures are important, but not for a first impression. Why?

Not only do actors rarely look like their pictures, but if the project is scripted you need to see and hear the person before accepting or rejecting them.

Pictures are best used after you've met the talent in person. They serve to help you recall the talent. It's a quick way to make a decision on how you want to

pair up the talent (Many directors prefer auditioning couples individually on tape so that they have more control over the choices they show their clients).

It's also a fast way to see your whole cast line up once you've made your choices as well as being a good way to remember talent for another casting even if you didn't cast them this time.

If the project is just a look and no lines spoken, then you can cast by pictures, but it should be a picture taken by you or the Casting Director a day or two before with a digital camera.

## **Casting Chemistry**

What is that special ingredient in actors that you can't see, but know is there? It can make the dullest script seem interesting. It can make a funny script sparkle. It's chemistry, it's alchemical, it's impossible to create, and difficult to cast.

But you can find it and here's how:

1. Ask an actor, "Is there anyone special you like to work with?"
2. When actors come to an audition, note who they go over to and say "hi".
3. Bring in a husband and wife. This may not always create chemistry, but if they met through acting, chances are it's there. If not, they will tell you.
4. If an actor belongs to an improvisation group, find out who they enjoy doing working with.
5. Keep a personal list of people who have worked well together in the past.

All good actors can work together and make it happen, but that special something is rare. When you see it, note it. And pay attention to all divorces.

## **Casting Children**

Casting children is like casting adults except:

1. If the child is of school age, child labor laws stipulate that auditions must be held after 3:00pm
2. Children often come to the casting session with parents, siblings, and grandparents. You need a facility with a large enough waiting room
3. The parents' attitude can be as important as the child's. We always have our assistant observe behavior in the waiting room.

4. Children change rapidly so if children you met 6 months ago were perfect, better meet them again to be on the safe side.
5. Union Rates for kids are the same as adults. However, there are additional guidelines depending upon the age of the child. **You need to check your state's child labor laws with regard to children whether they are working union or non union.**

Ideally when casting a child you are looking for:

- A child who begged his/her parents for permission to act.
- A child who follows directions well.
- A child who is not afraid to go into a shoot with strangers (a tall order given the present climate, but it's important for the project).

Breaking it down to age groupings:

1. Casting infants is about look and a comfort in being with strangers.
2. Casting toddlers is about look, comfort in being with strangers and following directions.
3. Casting older children is all of the above and making lines sound real.

Acting training for a child is not important and can damage a child's natural instinct. Carol recalls an adorable actress who was 7 years old and really wanted to act. She was wonderful. Two years later Carol met her again. She had studied acting and was now into gestures and saying the words a certain way. Her natural instinct had been destroyed.

Most children, if not shy, can be wonderful actors, at least for a while. And when they grow up if they can keep their child like wonder and learn some good technique, they can become artists.

### **Casting Diversity**

At one time casting diversity was like ordering from a Chinese menu: One from column A, 2 from Column B. It meant arbitrarily making roles African American, Asian, Hispanic or Middle Eastern and we always felt that if we brought in the best actors, we'd have diversity. This seemed to work, until recently. Now that local organizations are going national, and corporations are multinational, casting diversity cannot be so arbitrary.

When casting corporate employees and executives, it's important that the cast truly reflects the true look of the corporation. If the financial analysts are mainly Caucasian men, bringing in an Asian female isn't going to legitimize the program. You can't use diversity in an employee situation unless it really exists. Save the diversity for the customers.

We've had an opportunity to cast many programs dealing with diversity in the workplace - and have made some very interesting observations that may help you with future projects.

Finding older minority actors (50 years +) can be challenging. Not too many years ago very few parts were available to minority actors. Therefore, many of those actors were steered away from going into the profession. In fact, in some cultures it was frowned upon to go into acting - especially for a man. Consequently, today the choices of good *older* minority actors is limiting. This doesn't mean there aren't wonderful actors out there who would be happy with the work. It just means, as a producer, you have fewer choices. So if you are creating a program that calls for diversity, you may want to consider making the *younger* roles the ethnic roles.

If you *must* cast a minority actor in an older role, here are our suggestions to open the pool of actors - and give you the most choices possible:

1. Cast from broad ethnic categories as opposed to limiting the selection to a single ethnic group.
2. Give some latitude to the age - perhaps late 30's to 50's (with no dialogue)
3. Consider auditioning both men and women for the role.

Now if it's just a "look" you want - with no acting required - you may consider casting retirees. Not only can they afford to work within a project's limited budget - but they are delighted and enthusiastic to be part of the process. We have found that by exploring this avenue, you can find wonderful new older faces in every category.

There is also another way to deal with diversity. And that is finding an ethnically ambiguous actor. 'Ethnically ambiguous' means we can't place the ethnicity of the person....it's not specific and therefore can represent a broad range of people. This can be very appropriate when casting a Host.

## **Casting Stunts**

As Action films dominate the big screens, the same is happening in corporate presentations and industrials, particularly in the area of General Session openers for major sales meetings. You need to create a splash; something extremely memorable.

For that you may need actors to perform stunts. Here are a few suggestions for casting stunt performers.

1. Define the stunt. If it's juggling, you won't need a stunt coordinator, but you will need an actor who really juggles (3 lemons is not juggling). It's amazing how many actors list stunts among special skills but when questioned about it admit their limitations. If the script calls for a fight, fast driving or blowing up a building, a stunt coordinator will be needed.
2. Check with SAG for their list of stunt coordinators and the actors they work with. Whether the actors are physically right for your project and can act the role is another question, which is where the Casting Director comes in.
3. Make sure the stunt performer understands the nature of the stunt. If it's a skill like riding a motorcycle, ask if they can do wheelies or run the tires. These are feats that show a real expert.
4. Have the actual motorcycle or whatever other prop will be involved at the audition and see if they can really do it. That's the surest way to find out if they're for real.

Here's a link for more info: [www.stuntplayers.com](http://www.stuntplayers.com)

## **Casting Celebrity-look-a-likes**

Although the question of using a real celebrity doesn't come up that often in a corporate and educational programs the need for a celebrity-look-a-like is quite common, particularly when casting for training videos and live hosts for sales meetings.

The companies that specialize in real celebrity-look-a-likes represent people who are not in show business. They just happen to look just like a particular celebrity or television personality, and they are perfect if you need them for a photo shoot or to enter the room and shake hands, or even to give out an award.

But don't ask them to act or to host a show. They're lawyers and plumbers -- not actors. They are also very expensive. Not only must you pay their fee (which is high), but you usually have to fly them in (with a spouse!) and pay for all of their expenses.

An alternative is to cast an actor who understands the rhythm and mannerisms of the celebrity, and who, with a little creative tweaking, can actually look like the person

### **Casting Voice Overs**

When suggesting voice types make sure it's the voice you are hearing and not the person you are seeing. We remember a client asking us to cast a voice that sounded like America Ferrera in "The Sisterhood of The Traveling Pants." We rented the DVD and realized that although America was of Spanish decent, she was born in Los Angeles and did not have a Spanish accent. When questioning the client, he admitted he was looking for a slight Spanish accent. Clearly he was basing his request on how she looks not on how she really sounds.

When casting On Camera with a voice over component, make sure the lens of the camera is covered. so your client can hear the voice and not be distracted by the talent's appearance.

Older men and woman can have very youthful voices and they bring lots of experience to the session. Don't let your eyes fool you.

Another option when casting a voiceover is to present the talent's demos on mp3. This works well if you are already familiar with the talent and want the client just to hear the voice.

However if the talent is not familiar to you, you should hold a casting session with the actual script.

Why is it important to hold a casting session just for a voiceover?

1. You can compare several voices reading the same material.
2. You can hear the actual voice and not a finished piece already produced and edited as would be the case with a pre-recorded mp3.
3. You will be introduced to new talent, which is always important in case your favorite narrator is not available.

Uploading the casting session allows your client to hear the talent immediately and if several people in various locations are in on the decision, they all have access, simultaneously.

### **Casting Union vs. Non Union Talent**

The idea of using union talent scares a lot of producers of Corporate Media. They don't want the hassle, all the paper work and the rules. That is the value

added of using a Paymaster. For industrial projects, a Paymaster serves as the union signatory. They handle the contracts, pay the talent and make the tax and pension payments. All the producer has to do is sign a Letter of Agreement that they will be responsible for the talent payments. The Payroll Service bills the producer and then issues the check to the actor or to the agent and handles all the necessary tax and pension and welfare deposits.

Signing a Service contract doesn't bind the producer to using only union talent, nor does it bind the producer to use a particular paymaster exclusively. The Service contract only applies to that one job. However choosing to do other union jobs through that paymaster means there will already be Service Contract on file.

Many corporate legal departments have issues with Service Contracts and it may take forever for approval. If so, the producer or the advertising or marketing communications agency may need to sign the agreement to keep the process moving. But it's well worth it in the end.

There are, however, situations where the use of non union talent can be just as effective. Here are some examples:

1. How Babies Grow...a video sponsored by Pampers freely distributed to parents demonstrating how children develop from ages 0-3 months to 18 months. We hired 29 babies and their parents. Clearly a non union job since the focus was on the babies, and there were so many babies, and babies are not required to join the union regardless of how many projects they work on.
2. A character spokesperson for a series of syndicated news promos that would be played on small, local non-union stations around the country. There would be no way to get signatory status for all the stations, therefore it had to be done as a non union project.
3. A series of dramatic videos using native foreign talent with authentic accents and green cards or worker's authorization papers. Most actors with strong accents are probably not union unless they are from English speaking countries or Europe.

Most times it's not the talent requirements but the budget that dictates the need to go non-union.

If so here are some suggestions to achieve a successful non-union casting

1. Give the Casting Director additional time to search for the talent.
2. Try and cast younger demographic: 20's-early 30's.\*

3. Have a minimum of copy or no copy and use a voice over to make the points.

\* If the program is just a look, any demographic is possible.

One important thing to keep in mind is that even non-union talent deserves to be properly paid. The best guide for payment is the scale union wage. [SAG and AFTRA Industrial/ Educational / Non-Broadcast Rates \(PDF\)](#)

Nowadays since so much is happening on the internet and on electronic devices the current union contracts don't suffice. Currently, therefore, fees are being negotiated case by case through the agent or manager. This, however, will change when the next union contracts are negotiated in 2011.

### **Frequently Asked Questions When using Union talent**

#### **Q: What is the difference between SAG and AFTRA?**

When it comes to the actual Educational and Industrial Contract, the rates and rules for SAG and AFTRA are exactly the same and it's the producer's choice as to which union to use.

1. SAG provides more work opportunities for actors. Most experienced actors belong to SAG but may not belong to AFTRA. AFTRA's jurisdiction, primarily television, is much narrower than SAG

2. SAG is a national union with the main headquarters located in Los Angeles. AFTRA is also a national union but local chapters have autonomy and therefore have the ability to be more flexible when it comes to some of the rules.

3. AFTRA allows for extras and silent bit players to be non-union. SAG wants all extras in industrials to be SAG members. When casting 20 year old swimmers as silent bit extras AFTRA was a better way to go since few, if any, young swimmers would be members of SAG.

4. Most Actors prefer working under a SAG contract even as silent bits or extras for health care benefits. SAG has a better health plan and actors need to earn a minimum amount from union jobs each year to be eligible for the plan.

#### **Q: What are the fees for the actor? (Go to [www.SAG.org](http://www.SAG.org) or [www.AFTRA.org](http://www.AFTRA.org) for most recent rates)**

A: The actor's fee is based on the use of the program Category I programs are intended to train, perform, promote a product or public relations function and

are exhibited in venues where no admission is charged. All educational programs are considered to be Category I.

Category II covers programs intended for unrestricted exhibition to the general public. Category II programs may be supplied free of charge to customers as a premium or inducement to purchase specific goods or services.

**Q: What is the difference between a Day Player and an On Camera Narrator?**

A Day Players play a role (mom, consumer, happy couple, etc.) and are not really there to walk viewers or educate viewers specifically.

On-Camera Narrators or Spokespersons are performers who perform on camera and whose primary function is to explain, demonstrate, instruct or promote, substantially in monologue. No more than two (2) performers shall be employed as On-Camera Narrators/Spokespersons in any program under this Contract. However, nothing in this Agreement shall be deemed to prevent any Performer from negotiating for and/or obtaining better terms than the minimum terms provided for herein.”

**Q: Is the base rate for the actor the rate or are there other considerations when doing a union job?**

A: You need to add approximately 30% for union talent to pay for:

- Pension & Welfare
- State and Federal withholding taxes
- Agent’s commission (optional)
- Wardrobe unless you supply it.
- Paymaster fees

**Q: What do I do if I want to hire an actor who is not a member of the union?**

A: If any actor cast is a union member, the casting director must write a waiver for the non-union talent. He or She need not join the union until the next time they book a union job. However if only non-union actors are being cast, the job is non-union.

**Q: Does doing a job with union actors mean I need to have a union crew?**

A: No, using union actors for an industrial does not mean that the rest of the crew need be union.

**Q: When is an actor booked?**

A. An actor is officially booked when given a copy of the script or upon signing a contract.

**Q: When is an extra really an extra?**

The popular definition of an “extra” role is one where an actor doesn’t speak. There are, however, several categories where an actor may not utter a sound but the fee for his/her silence varies. Therefore, it’s important that a producer understands these categories before budgeting a job.

1. GENERAL EXTRA: The actor is in the background doing ordinary, unstaged activities. In films they are called “Atmosphere.”

2. SPECIAL ABILITY EXTRA: The actor is basically a general extra but is asked to exhibit some special ability i.e. riding a horse or playing a sport. This would also include Stand-in and Photo Double work.

3. SILENT BIT: The actor is directed in an action that portrays a point essential to the staging of the scene.

4. PRINCIPLE WITH NO LINES:  
The actor may be:

- a. Singled out in close shots in a specific role that follows the action of the story.
- b. The actor may appear in two or more scenes illustrating the story line.
- c. The actor is playing an individual character identified by narration or identified with the product.

Since you must pay union extras to audition, the easiest and least expensive way to cast extras is by head shots. Having a Casting Director who knows the talent can be most helpful in the process.

**Q How Best To Secure Your Talent?**

A. The union rule in booking an actor is that you only have to pay the talent if you cancel after 12:00pm the day before the shoot. But in reality, this rule works both ways. The talent can cancel the shoot before 12:00pm without being penalized as well. If a network commercial comes along, the actor will thank you for your job but would be advised to take the more lucrative work. How do you as a producer protect your production?

1. Give the actor the script ahead of time. (Even without the signed contract this constitutes a booking)
2. Have the actor sign a contract immediately rather than waiting for the shoot.
3. Schedule the casting session close to the time of the shoot so there is not a lot of time for the actor to book another job.
4. Have strong back up choices and let the casting director know who they are when they book the talent so that the backups can be kept on hold.

### **Casting Without A Script**

It's not unusual for us to get the following frantic call: "I have a quick shoot coming up and I need to cast the day after tomorrow. The script isn't written yet but we're going to need 3-4 actors. Can you help me?" The answer is absolutely yes. But, even though details at this point are sketchy, there is some important information necessary to the search:

1. Who is the audience for the video and the product or idea behind it?
2. Who will the actors will be representing? (Gender, age, ethnicity etc.)
3. Will the script be funny or dramatic?
4. Will there be technical language involved?
5. Ask for a short descriptive paragraph of the project or very rough draft of the script to begin the process. Some script will be needed for the casting session.

In lieu of a script, improvisation can also be a casting too. Instead of following a *written* script for the shoot, the actor is asked to *improvise* the situation based on a character profile:

The profile should consist of the biography of the person, including age, family history, financial status, etc and of course the situation the character is facing.

### **Casting an International Production on The Local Level**

Ideally when asked to shoot for overseas everyone would love to be able to go abroad and shoot on location. However, often the budgets and time don't allow for this luxury. We are lucky because we live in a multi cultural nation with people from many countries and a topography that reflects anywhere in the

world. How, then, do you create a feeling of a foreign country here in the United States?

1. Educate yourself on the culture, customs and terrain of the place you are depicting. Thanks to the Internet, a lot of the answers are just a click away. Local resources like foreign community newspapers, foreign community television and radio stations, embassies, universities, and the yellow pages are wonderful resources.

2. Hire a native from the country you are “virtually” creating to help you with specific customs and mores, as well as using their “ear” to qualify the talent as to the authenticity of their accent or the foreign language they claim to speak.

3. Hire an experienced translator who speaks both English and the foreign language and whose strength is in translating from English to the language of the country being depicted. Remember that the question for the translator is not “How do you say this in (your language)?” but rather “How would it have been said if it were said originally in (your language)?”

### **Casting Foreign Languages**

The same is true when translating and recording multinational programs:

- Research the culture and social mores of the people you are trying to reach.
- Avoid a stereotype image of the people you are representing.
- Hire a native from the foreign country of your audience to validate the talent’s accent.
- Choose talent with neutral accents, free of any regionalisms.

## ***PROFESSIONAL RESPONSIBILITIES***

When you hire professional talent to do a job, you both have certain responsibilities towards each other, as well as certain expectations of your own that should be met. We've outlined, from your perspective as a client, what you should expect to receive from the actor, and what the actor needs and should receive from you. We've then provided a short explanation of each item. We call them An Actor's Bill of Rights and The Client's Bill of Rights.

### **An Actor's Bill Of Rights**

- 1) The Right to Correct, Timely Information**
- 2) The Right to Have Their Time Respected**
- 3) The Right to be Treated as a Professional, and with Respect**

**The Right to Correct, Timely Information**, (and Sufficient Time to Prepare for the Job): In order to prepare for an audition, the talent must have scripts in advance. This ensures that the actors will be focused on their performance and not on words they've never seen before. While cold readings may teach you something about an actor, auditions that utilize a script that the actors have had time to study produce much better performances. If an actor is fumbling with words he's never seen before, particularly if the dialogue is highly technical, he won't give his optimal performance and both your time and his will have been wasted. The audition script itself does not need to be the finished product; it can be a draft version of the final script. The important thing is that the audition script include any technical language that will be included in the final version, and that it convey the tone, information and basic dialogue that will eventually be spoken. Many good actors will also use the script to research the subject matter so that they have a strong understanding of what they're about to talk about on camera.

Once the script is complete, and the shoot date set, the actor must be given all the materials and information as quickly as possible. Again, memorizing a script takes time, and the actor cannot prepare if his tools are not available to him. Also, if the shoot date, location, or anything else changes, the talent must know immediately. Often, a date change presents a work conflict with another job, and your talent may no longer be available for your shoot. The sooner you both know about the change, the better the chance that you'll get the actor you want and he'll be able change his schedule to do your job, or you will find a terrific replacement if not.

Also, any information about the shoot itself, or any information regarding your company that the actor should know, must be conveyed before the audition process.

**The Right to Have Their Time Respected:** An actor is like any other professional. Though, like a plumber or doctor, the job isn't finished for him until it is done right, this doesn't mean you have hired someone to be at your beck and call for as long as you need them, ad infinitum. Rates are set according to a set number of hours worked, (8 hours is a day if your job is union). Even for non-union jobs, anything after 10 hours is considered overtime, and usually compensated at time and a half. (This is also true of crew members, by the way.) You don't like being called in to a meeting that doesn't actually start for two hours after you arrive, and this holds true for talent. If it is possible, don't call your talent until you need them. If your shoot day starts at 6AM, but you won't shoot your actor until 2:30 PM, don't call him in at 6. By the time he's ready to shoot, he'll be exhausted and most likely won't give his best performance. This is especially true of child actors. In the case of union talent, the clock starts running at their call time, so you could easily go over your talent budget if you have actors sitting around for hours before you actually need them. Of course, if you're shooting outside of a metropolitan area where personal cars are impractical and expensive to keep, you may be supplying a vehicle to bring the actors in a group to the set. If this is the case, the talent should be told as soon as possible.

In the audition process, respecting the time of the auditioning actors is also important. Staying on schedule ensures that you have actors who are fresh, energetic and ready to give you their best. Nothing saps energy and desire like sitting in a plastic chair in a fluorescent-lit room for two hours. Again, if your job is SAG or AFRTA, keeping actors for more than a certain amount of time at an audition, or calling them back more than twice, will actually cost your production money. Remember, actors do not live in a "production vacuum". They also have children to pick up, appointments to keep and lives to lead, and forcing them to sit for hours after their allotted time may cause a great actor to have to leave the audition before you see them.

**The Right to Be Treated as a Professional:** We all want to be respected for our experience, knowledge and talents in the workplace. You don't want to be talked down to when you ask a question, ignored when you have a problem, or treated as less than valuable at your job, and actors are no different. You, as the client, set the tone for everyone else on your set, so a zero tolerance policy towards rude or disrespectful behavior from anyone should be in place. Actors often must ask clarifying questions to be able to give a certain performance, and it is the job of the director, and you, to make sure the answer is easy to understand and comprehensive. It's unfortunate but not unheard of to have a director who treats actors as idiots and a necessary evil. It isn't even uncommon for us to hear that a producer has neglected to feed actors on set, or provide proper shelter for them on an outdoor shoot! Treating your talent as a valued member of your team will ensure that the lines of communication

stay open on set, that everyone's best work is given, and that you are happy with your finished product.

## **The Client's Bill of Rights**

- 1. The Right to Get What You've Asked (and Paid) For**
- 2. The Right to Talent that is Fully Prepared for the Job**
- 3. The Right to Professionalism on the Set**

**The Right to Get What You've Asked (and Paid) For:** You deserve a well-trained, professional actor. When an actor is sold to you as someone who is able to read a teleprompter or use an ear prompter, or has a special ability, you should get what you paid for. It is unacceptable for an agent or casting director to push on you someone without the specific skills you've requested. Your casting director should and will automatically weed out any actor who is not proficient in the skill set you require, and only bring in the actors with the talent and skill set you seek.

**The Right to Talent That is Fully Prepared for the Job:** When your actors arrive on set, they should have their scripts memorized (or be extremely familiar with them if a prompter is going to be used), they should have brought with them the proper wardrobe (if asked), and be in good health, good frame of mind, and ready to work. An actor who shows up to work without preparing will cost you time and money, and is not a professional. Again, your casting director will ensure that only professionals will be seen and hired for your job.

**The Right to Professionalism on the Set:** This is an extension of the above "Right". When your actor arrives (on time and ready to work), you want to know that he, like an employee of your company, is there to work. Therefore, it is unacceptable for an actor to be constantly checking his Blackberry or phone for messages, to talk on the phone or email while he's working for you, or to be actively acquiring other work while on your project. Anyone in your office would be fired for spending more time looking for work elsewhere than doing the work he was hired for, and actors should be no different. Actors who spend a great deal of time entertaining the crew and other cast members, instead of focusing on the job at hand, are a distraction and can waste time and money. There is nothing wrong with making a job pleasant, and being pleasant to work with. When an actor seems more intent on winning a popularity contest or booking the next job than doing your project, a line is crossed. You have every right to ask that actor to focus, to concentrate at the task at hand, and to put away the Blackberry or cell phone until an appropriate break – such as lunch.

Also, your hired talent should immediately bring up any questions or problems they may have with contract terms or script content before beginning to shoot – not afterwards with their union. It is your right to be given the opportunity to

address any issue honestly and fairly, and not be blindsided by an issue you didn't know existed until well after you've wrapped. A professional actor will calmly ask any questions or bring up any contract discrepancies with the producer and / or director, and if the issue remains unresolved, will contact either the agent or casting director for guidance in finding a solution. When this happens, misunderstandings and discrepancies are usually quickly resolved. It is unprofessional for talent to bypass the producer and go directly to the union. In a situation where a question has arisen, allow your talent to contact their agent, and together, find your solution.

## **GLOSSARY**

Here are some of the terms likely to come during the selection, negotiations with and casting of talent.

### **AFTRA**

American Federation of Radio and Television Artists. The union that handles work in television. Exclusively news, soap operas, game shows, radio programs and radio commercials, also industrials <http://www.aftra.org>

### **Agent**

Agents represents professional actors, are franchised by the unions and can only work on union jobs. Agents get 10% of the actor's salary. A plus 10% means that the fee doesn't come out of the actor's gross but is added to the fee paid to the talent.

### **Casting Director**

A casting director is hired by the producer/director to search for and screen talent and find the best available talent for the project. Casting Directors can cast the widest net in searching for talent. They have access to every source.

### **Clearing Talent or Station 12**

After booking union talent, you must check with the union (SAG or AFTRA) to see if the talent is in good standing with that union, primarily meaning their membership is current and dues have been paid. This is done by submitting the names and social security numbers of the talent to the nearest union office.

If the talent has never done a union job before the Casting Director must request a waiver in writing with a submission of their picture and resume (see examples).

If the talent is a "MUST JOIN," that is they have run out of free rides and must join the union and pay the initiation fee (constantly increasing now it's close to \$3000.00)

If talent is remiss in paying their dues (station 12), they must be notified by the Casting Director and pay before the shoot, which they can now do online.

Failure to do any of the above can cause the production company to be fined \$500.00 for each actor that is not paid up or waived. The Casting Director will normally do all of this for you. The payroll services should be informed that talent needs clearance if you're doing the casting yourself.

## **Industrial Contract**

The only contract that is the same for both SAG and AFTRA Terms and Rates are negotiated with both unions. If you have union actors in your production they must be working under the same union. You cannot have some Actors working under a SAG contract and some under an AFTRA contract even though they are the same.

## **Headshot/Pix**

A professional 8x10 color photograph, normally a head and shoulders image either full face or ¼ view of the actor. These can also be submitted as digital images, but Casting Directors, and many clients, also want to see the printed photos. Most Casting Directors keep headshots in file folders or three ring binders sorted by gender, age range, ethnicity and special characteristics, i.e., on camera hosts, celebrity look-alikes, etc. Many services are now offering digital casting, where talent submit their photos and resumes in digital formats which are then passed on to the Casting Directors upon request. We, however, still prefer to have the 8X10s in hand to be able to lay them out on the desk to compare and match talent.

## **Manager**

A manager is not franchised by any union. To work on a union job, managers work through agents to find work for their clients. For the most part, agents deal with managers. Actors can be signed with an agent as well as with a manager.

## **Non-Union Talent**

Talent (actors) that don't belong to the SAG or AFTRA unions are classified as non union. Equity members are not covered under film or video contracts and are considered non-union for the purpose of shooting SAG or AFTRA projects.

## **Payroll Service**

A Payroll Service (Paymaster) allows a producer to use union talent without having to become a signatory of that union. The payroll service is in essence the producer on record and deals with all the paper work. Payroll Services are responsible for the union contracts and for paying the talent and dealing with taxes and unemployment.

## **Prescreening**

Prescreening is a casting session without the client being present. It's a way of for the Casting Director to assess the best candidates for the role and also is an opportunity to confirm who available on the projected shoot dates. It helps keep the final casting session under control and eliminates "cattle calls."

## **Resume**

Resumes should be on one page. They should be neatly typed or printed and reflect the background and previous experience of the actor, particularly relevant to the project at hand. They should be submitted to the Casting Director either printed on the back or stapled to the photo.

## **Right to Work States**

In a Right to Work State or commonwealth (such as Virginia, North Carolina, Florida, Texas, Nevada), it is the right of actors to decide for themselves whether or not to join a union. This means that union membership (or lack thereof) cannot legally be a requirement for hiring or casting, regardless of what the production company's contract with the union states. Often, you will see "SAG Eligible" or "AFTRA Eligible" on a resume. This means that the actor has met union eligibility requirements, and has a desire to join the union. They may indeed do so if offered the role they're auditioning for, or may choose to stay non-union, and be given a Taft-Hartley waiver for the job. This means that, after showing just cause for needing to hire that particular actor, the casting director and producers can file a work waiver for that talent with the union. The actor will work under a union contract as if she were a union member for the duration of the job, but will not be an actual union member. All union rules will apply to that actor. In non-union states, an actor has three chances to work on union shoots before being required to join SAG or AFTRA. In a Right to Work state, as long as the actor works in that state and the job is shot and played only in that state, or is non-broadcast, the actor can do as many union jobs as she likes for the length of her career without being required to join. This may be confusing to you as producers and clients, but your casting director will know the rules for the state you're shooting in, and can guide you through it. He or She will also know how to file the proper paperwork with that market's union.

## **SAG**

Screen Actors Guild. The Actor's union that handles work in motion pictures, commercials, films, some television shows and industrials. <http://www.sag.org>

## **Sample Reels**

Sample Reels (now mainly DVD's) are examples of an actor's previous work. Again, if possible, reflecting similar types of projects to the one now being cast. However, sample reels are never a substitute for a project-specific audition. Actors are not encouraged to send unsolicited sample reels, most all of which end up in the circular file.

## **Taft-Hartley Waiver**

A Taft-Hartley Waiver allows non union talent to appear in the project and get paid like a union person. They are allowed to work for 30 days without needing

to join the union. However if they book another job on the 31<sup>st</sup> day, they will need to join.

### **Talent Release**

Talent Releases are usually used for non union talent and are asked to be signed at the time of the shoot. They are intended to provide license for the use of the actor's image and/or voice for this project. Union talent contracts automatically provide this license. (An example can be found in the next section.)

# APPENDICES

## *Sag Taft Hartley Statement*

INSTRUCTIONS: It is the producer's responsibility to complete this report in its entirety or it will be returned for completion. Please be certain resume lists all training and/or experience in the entertainment industry. Attach photo and resume of principal talent.

### EMPLOYEE INFORMATION

Name _____	SSN _____
Address _____	City _____ ST _____ Zip _____
Date of Birth (If minor) _____	Phone (_____) _____

### EMPLOYER INFORMATION

Name _____
Address _____
City _____ ST _____ Zip _____ Phone (_____) _____
Check One: Ad Agency _____ Studio _____ Production Co _____ Other: _____

### EMPLOYMENT INFORMATION

<b>Contract Type:</b> TV/Theatrical _____ Commercial _____ Industrial/Interactive _____
<b>Engagement Contract:</b> Daily _____ 3-Day _____ Weekly _____
<b>Performer Category:</b> Actor _____ Singer _____ Stunt _____ Other _____
Work Date(s): _____ Salary: _____
Production Title: _____ ID #: _____
Shooting Location (City and State): _____
Reason: For Hire (Please be specific): _____

Employer is aware of the General Provision, Section 14 of the Screen Actors Guild Codified Basic Agreement for Independent Producers, as amended, that applies to Theatrical and Television production; Schedule B of the Commercials Contract and Section 13 of the Codified Industrial and Educational Contract wherein Preference of Employment shall be given to qualified professional actors (except as otherwise stated). Employers will pay to the guild, as liquidated damages, the sums indicated for each breach by the employer of any provisions of those sections.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Phone \_\_\_\_\_

## **Talent Consent & Release**

In consideration of \$ \_\_\_\_\_, I \_\_\_\_\_ (**Printed Name of Talent**) hereby give (*Name of Company*), its assigns and successors, the absolute right and permission with respect to photographs, audio and/or video and/or digital recordings of me in any form, and electronic or photographic reproduction thereof made on the date(s) indicated below.

To copyright such materials in its own name or in any other name it chooses;

1. To use and reuse the photographs and recordings in whole or in part, in composite or distorted form, severally or in conjunction with other media in any nonbroadcast medium, for any legitimate purpose whatsoever, other than commercial advertising or public entertainment, and to have any other person, firm or corporation it designates do so; and
2. To use my own or a fictitious name in connection therewith if (*Name of Company*) or any of its designees so choose.
3. I hereby release and discharge (*Name of Company*) and any designee or transferee it may select from any and all claims and demands arising out of or in connection with any use. This includes without limiting the above, all claims and demands of any kind, type of nature for re-use of domestic and foreign rights. This further includes, without limiting the above, any claims for libel, slander, defamation, or any invasion of rights of privacy committed or alleged to have been committed in said photograph, recording, digital image or related material derived therefrom.

This consent and release shall inure to the benefits of (*Name of Company*), its successors and assigns, and that of its employees, agents and representatives and to any of its designees, transferees, licensees and assigns.

I have read the foregoing and fully understand the contents thereof.

\_\_\_\_\_  
(Legal Signature)

Date: \_\_\_\_\_

If parent or guardian of minor child

\_\_\_\_\_  
(Print Name of Parent or Guardian)

Witness:

\_\_\_\_\_  
(Legal Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_

## Typical Client Services Agreement

Client Name: \_\_\_\_\_

Client Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This TALENT PAYROLL SERVICES AGREEMENT is made and entered into as of the date first written below, by and between PAYMASTER, located at 1111 Any Street, Any City/State/Zip Code, and CLIENT.

**Term:** This Agreement is effective on the date first written below and shall continue unless terminated by either party as provided herein, upon not less than ninety (90) days prior written notice.

**Rates for Non-Celebrity Talent:** CLIENT will pay to PAYMASTER talent compensation plus all applicable union payments and payroll taxes authorized by CLIENT (collectively Gross Compensation) pursuant to the terms and conditions stated in the Paymaster Service Agreement Standard Terms, attached hereto. Additionally, CLIENT shall pay PAYMASTER:

1. 16.11% of Talent compensation for employer payroll taxes and workers compensation when PAYMASTER is designated as employer of record for such Talent payments.
2. 1.16% of Talent compensation up to an annual maximum of \$1,160 for workers compensation when PAYMASTER is not designated as employer of record, i.e., TALENT is employed by CLIENT, advertiser, or through a loan-out corporation.
3. A handling fee equal to 12% of Gross Compensation, except as otherwise stated under Celebrity Guarantees and excepting special rates covered under separate agreements as between PAYMASTER and CLIENT'S advertiser clients.

**Rates for Celebrity Guarantees:** A Celebrity Guarantee is defined as a Talent payment which provides for the services of the performer at a rate of pay higher than scale (often times referred to as a celebrity performer) and for a specified period of time. The fee to process each Guarantee is the handling fee rate, up to \$1,000. This handling fee is for the term of the guaranteed amount and is not affected by the number of payments required.

**Rates for Payments to Foreign Talent:** The handling fee for payments to foreign talent is 15% of Talent compensation paid. Invoices to CLIENT for payments to Talent made by PAYMASTER in foreign currency are payable in U.S. dollars at the prevailing daily exchange rate set by PAYMASTER equal to its daily available bank rate plus five percentage points.

**Rate Changes:** Employer payroll tax and workers compensation rates are subject to change based on federal, state, and local tax rates, taxable wage bases, and workers compensation insurance cost. PAYMASTER will endeavor to notify CLIENT within a reasonable time of pending rate changes but in no event shall PAYMASTER be precluded from issuing Employer Cost rate changes without notice. Handling fees are subject to change during the term of this Agreement as mutually agreed by the parties.

**Invoice Payment Due Date:** The invoice payment due date is predicated on having Client funds in possession when payment is due to performers. Accordingly, invoices are due upon receipt and no payment to performers will be made without receipt of client funds.

**Standard Terms:** All terms and provisions in Talent Partners Service Agreement Standard Terms, attached hereto, are made part of this Agreement.

**Service Level Agreement:** BROADCAST TALENT SERVICES DOCUMENT, attached hereto, is made part of this Agreement.

**Counterparts:** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of the Agreement by facsimile shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written below.

PAYMASTER

CLIENT

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Typical Standard Service Agreement

- 1. Definitions:** "Business Day" means any day other than a Saturday, Sunday, national holiday, or any other day on which the banks are closed in Chicago, Illinois. "Talent" means the actors, actresses, models, singers, musicians and any other performers hired to appear in commercial or other promotional material produced by CLIENT. "Services" means the obligations listed in this PAYMASTER SERVICE AGREEMENT STANDARD TERMS and the BROADCAST TALENT SERVICES DOCUMENT attached hereto. PAYMASTER System means the hardware, software, systems, related procedures and services established and maintained by PAYMASTER for the purpose of making payments to, auditing, and controlling the employment of Talent.
- 2. Appointment:** CLIENT hereby appoints PAYMASTER as employer in connection with contracts entered into by CLIENT with Talent, with the exception of Talent employed through loan-out corporations, subject to CLIENT'S direction, approval, and notification which shall be provided within a reasonable time so as to permit PAYMASTER to perform its obligations hereunder. PAYMASTER shall act as the paying agent of CLIENT for Talent employed through loan-out corporations at such times as may be requested by CLIENT and shall make all payments to and in respect of such loan-out corporations according to CLIENT'S instructions pursuant to the terms of this Agreement. CLIENT shall be fully responsible for and shall supervise all of the activities of Talent at the production site as agent for PAYMASTER, notwithstanding the status of PAYMASTER as designated employer. Client hereby grants to PAYMASTER and PAYMASTER hereby accepts from CLIENT the exclusive right during the term of this Agreement to act as designated employer for CLIENT with respect to TALENT retained by CLIENT during the Term hereof and to provide all services as designated employer as set forth herein. CLIENT retains the right to act as employer for its own employees employed in its business who do not appear as Talent in any commercials.
- 3. Compliance with Union Contracts and Laws:** CLIENT agrees that it or its designated union signatory shall fully adhere to and comply with applicable union agreements and shall remain adherent thereto so long as this Agreement is in force. CLIENT shall fully comply with all applicable federal, state or local laws and regulations concerning the hiring, performance, employment, working conditions and termination of employment with respect to Talent, including but not limited to those laws and regulations regarding work place safety, conditions under which minors may be lawfully employed, and equal opportunity, notwithstanding the status of PAYMASTER as designated employer. CLIENT shall fully comply in all respects with all Federal and applicable state laws and regulations as regards the terms of this Agreement. If CLIENT requests any minor to be employed by PAYMASTER, CLIENT will furnish to PAYMASTER all requisite work permits, and will fully comply with the requirements of the state of California Coogan Law, state of New York Child Performer Education and Trust Act, and similar type laws in other states, notwithstanding PAYMASTER status as employer of record for payroll purposes.
- 4. Talent Payments:** So long as CLIENT is not in default hereunder, PAYMASTER shall make all payments authorized by CLIENT and payable during the term of this agreement and issue checks to each Talent as required by applicable union agreements. In the event an error has been made resulting in an under-scale payment CLIENT agrees to reimburse PAYMASTER for the amount necessary to correct such error.
- 5. Payroll Tax Withholding & Reporting:** With respect to Talent for which PAYMASTER is the designated employer, PAYMASTER will discharge the obligations imposed by federal, state and local law in respect to the filing of required returns and reports, remittance of withholdings withheld from Talent's compensation, and the employer's obligations with respect to Social Security, unemployment compensation, worker's compensation, and disability benefits. PAYMASTER will be responsible for the processing of all unemployment compensation claims for Talent employed or supplied hereunder.
- 6. Pension and Welfare:** PAYMASTER will make, in a timely manner, all required union pension and welfare contributions due and prepare and file all required union reports with respect to compensation payable to union Talent engaged in accordance with this Agreement.
- 7. Information, Forms and Accuracy:** PAYMASTER responsibilities in connection with Talent payments, payroll deductions, and reporting, shall be completed solely on the basis of written or digitally delivered information supplied by CLIENT. PAYMASTER will assume all liability for the accuracy of its arithmetic computations based on the information as supplied by CLIENT; provided, however, CLIENT shall be solely responsible for all interpretations of applicable union agreements as it may direct.
- 8. Errors:** PAYMASTER will assist CLIENT in attempting to recover any payments to Talent made through error induced by fraud or otherwise not actually due. In any case, CLIENT shall be responsible for such payments, except for those payments made solely on account of errors of PAYMASTER and in such case PAYMASTER will assume responsibility for such error. If and when PAYMASTER does recover any such payment for which CLIENT is responsible PAYMASTER will credit CLIENT'S account with such recovery. Credits issued to Client for erroneous Talent payments resulting from CLIENTS initiation shall not credit handling fees.
- 9. Hazardous Production:** In the event CLIENT produces any commercials covered by this agreement that involve stunts or special hazards, CLIENT will defend, indemnify and hold harmless PAYMASTER from and against any claims, suits, judgments or any other liability that may arise out of the production of such stunts or special hazards.
- 10. Workers Compensation:** PAYMASTER shall provide workers compensation insurance coverage for all Talent required to be covered as prescribed by federal and state law. Talent paid by PAYMASTER under the terms of this Agreement who work outside of the United States are not covered by workers compensation. PAYMASTER shall have no responsibility or liability for injuries and related cost for Talent injured outside of the United States.
- 11. Late Payment Penalties:** PAYMASTER shall be responsible for any late payment penalties to Talent where CLIENT has

provided TALENT PARTNERS with accurate and complete production reports, talent use advices, and other required tax and statutory forms at least three full Business Days prior to any payment due date as specified in union codes. In the event any union imposed late payment penalties are assessed when CLIENT failed to provide the necessary information before the three Business Day period CLIENT shall be responsible for such late payment penalties.

12. **Invoice Payment:** CLIENT shall pay to PAYMASTER and shall be directly liable to PAYMASTER for the full amount of all authorized Talent payments, including the gross wages, union pension and welfare contributions, and other payments, including payments of Talent through loan-out corporations, any penalty payments provided for herein, employer payroll taxes, handling fees, and for any taxes paid as required by law. CLIENT payment of invoices is due no later than one (1) business day prior to the release of payments to Talent. CLIENT agrees that it shall be responsible for any late payment penalty assessed by the union for late payment to Talent, when such late payment is the result of CLIENT'S late payment to PAYMASTER of the related invoice. PAYMASTER shall have no obligation to pay Talent unless CLIENT payment of the related PAYMASTER invoice has been received as herein required.

13. **Audit:** CLIENT shall have the right at its own expense to audit the records of PAYMASTER regarding Talent employed by PAYMASTER on behalf of CLIENT. PAYMASTER shall make its records directly available pertaining to the activities, data and information concerning CLIENT in connection with this Agreement available for inspection by CLIENT, or its designated agent at PAYMASTER office, during business hours, upon reasonable written notice from CLIENT.

14. **Restrictive Covenant:** CLIENT recognizes and acknowledges that the PAYMASTER System represents a valuable, special and unique asset of PAYMASTER. CLIENT consents and agrees that it will not, during or after the term of this Agreement, disclose any information, design specifications, programs, listings, documentation or other supporting or related materials or information of any nature or description whatsoever relating to the PAYMASTER System whether now existing or developed in the future, to any person, firm, corporation, association or entity for any reason or purpose whatsoever except as is reasonably necessary for CLIENT'S use of the system pursuant to this Agreement; provided, however, that this covenant shall not apply with respect to any information which becomes a matter of general knowledge within the public domain or if CLIENT is obligated to disclose same by reason of any court order, rule or regulation applicable to the conduct of its business. CLIENT does further agree and acknowledge that any remedy at law for any breach or threatened breach of the provisions of this paragraph and the covenants set forth herein will be adequate and, accordingly CLIENT grants to PAYMASTER the right and entitlement to seek injunctive relief, without the posting of bond, for any such breach or threatened breach of the provisions and covenants herein in addition to, and not in limitation of, any and all other remedies at law or in equity otherwise available to PAYMASTER. The expiration or termination of this Agreement by either party shall not terminate the continuing confidentiality obligations imposed on CLIENT by the terms of this Agreement.

15. **Confidentiality:** The terms, conditions, and provisions of this Agreement are confidential and shall not be disclosed by either party other than to each party's employees and representatives which need to be aware of its provisions, without the consent of the other party. It is recognized by the parties that certain information supplied by CLIENT is confidential involving the business of CLIENT which it may not wish to have made known publicly. Accordingly, PAYMASTER further agrees that it will not furnish any confidential information concerning matters covered hereby except to CLIENT, an advertiser for whom CLIENT is acting, the unions involved, and Talent or corporations controlling Talent's services with respect to such Talent's own individual payments, or in the event required to do so by law, by any court order or as it may be requested to do so by an authorized governmental officer, including without limitation, any agent of the Internal Revenue Service or any federal, state or local law enforcement officer. PAYMASTER will cooperate with CLIENT in any effort to prevent its employees from being required to furnish any such information to persons other than those described in the preceding sentence including becoming involved in any reasonable legal process as may be reasonably requested and paid for by CLIENT.

16. **Solvency:** In the event either party has concerns based on credible information regarding the other party's longevity, financial stability or solvency, the concerned party shall bring such concerns to the other party's attention and shall immediately attempt to resolve such concerns. If the parties are unable to resolve the concerns to reasonable satisfaction within five (5) days of being notified, then the concerned party shall have the right in its sole discretion to terminate this Agreement effective immediately by giving the other party written notice of termination.

17. **Indemnification:** CLIENT shall defend and indemnify PAYMASTER and its successors, assigns, officers, directors, employees and agents (collectively, for purposes of this paragraph, PAYMASTER INDEMNITEES) against, and hold harmless PAYMASTER INDEMNITEES from any and all claims, actions, liabilities, costs, expenses and damages, including but not limited to reasonable attorney's fees and costs, with respect to any third party claims imposed on, incurred by, or asserted against PAYMASTER INDEMNITEES occurring as a result of, or in connection with (if) erroneous information provided by CLIENT, (ii) any breach by CLIENT of any clause, condition, representation, warranty or provision of this Agreement, (iii) CLIENT'S designation of PAYMASTER as employer with respect to the retention of Talent, except to the extent that any such claim shall relate to PAYMASTER default hereunder or negligence or willful misconduct with respect thereto, (iv) any breach or violation by CLIENT of any applicable law, (v) any act or failure to act by PAYMASTER at the request of CLIENT whether on account of any ambiguity or interpretation of any Union Agreement, other agreement or otherwise, or any claim resulting from such deference to CLIENT'S interpretation of any Union Agreement as provided herein, and (vi) any other claim or cause resulting from any act or failure to act by CLIENT in accordance with this Agreement, except to the extent that any claim shall result from PAYMASTER default hereunder or negligence or willful misconduct with respect hereto.

PAYMASTER shall indemnify and hold CLIENT and its successors, assigns, officers, directors, employers, and agents (collectively, for purposes of this paragraph (CLIENT INDEMNITEES) against, and hold harmless CLIENT INDEMNITEES from any and all claims, actions, liabilities, costs, expenses and damages, including but not limited to reasonable attorney's fees and costs, with respect to any third-party claim imposed on, incurred by, or asserted against CLIENT INDEMNITEES occurring as a result of or in connection with (i) erroneous information provided by PAYMASTER, (ii) any breach or violation by PAYMASTER of any clause, condition, representation, warranty, or provision of this Agreement, (iii) any breach by PAYMASTER of any applicable law or

union rule, or (iv) any other claim or cause resulting from any act or failure to act by PAYMASTER in accordance with this Agreement, except to the extent that any claim shall relate to CLIENTS default hereunder or negligence or willful misconduct with respect thereto. The obligations set forth in this paragraph shall survive any termination of this Agreement.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without reference to its conflict of law rules

19. **Assignment:** This Agreement may not be assigned by either party without the written consent of the other.

20. **Entire Agreement:** This Agreement and attached Exhibits incorporate the entire agreement between the parties with respect to its subject matter and supersede all prior representations, negotiations, agreements and understandings. This Agreement cannot be modified or amended except in writing signed by the parties.

21. **Waiver:** The failure of a party to enforce or to insist upon strict compliance with a provision of this Agreement shall not constitute a waiver of such provision or preclude its enforcement in the future. Any waivers granted hereunder are effective only if recorded in writing signed by the parties.

22. **Limitation of Liability:** In the event of any breach of this Agreement by PAYMASTER which may be caused by the malfunction of its system or software or its failure to provide required service, the limit of any claim of loss by CLIENT shall be no greater than the proven financial loss sustained by virtue of such breach. In no event shall PAYMASTER be liable for incidental, consequential or punitive damages for any breach of this Agreement. Neither occasional short-term interruptions of service which are not unreasonable under comparable industry standards or interruptions of service resulting from events or circumstances beyond the control of PAYMASTER hereunder, nor shall any such occasion render PAYMASTER in default under this Agreement.

23. **Notices:** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service or certified mail (return receipt requested).

24. **Severability:** If any provision of this Agreement is determined to be unenforceable the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

25. **Captions:** The paragraph headings in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

## About The Authors



**Selective Casting/Internationally Speaking** focuses exclusively on casting talent for video and film productions, webcasts, museum exhibits, trade shows and live events for corporations, not-for-profits, government agencies and educational institutions.

Carol Nadell has been a respected member of the acting community for over 30 years, both as a performer and as a casting director. Casting was a natural progression from an acting career which spanned 17 years and encompassed appearances on the Broadway stage, television, films and commercials. Carol was an Artist-in-Residence at Princeton University. She is a Special Advisor to the American Academy of Dramatic Arts, where she served on the Board of Trustees. She now teaches regular workshops for the Screen Actors Guild Foundation and AFTRA. Along with her specialty in casting for the industrial industry, she is often called upon to act as a casting consultant for numerous theatre projects and independent films through her love and knowledge of theatre and actors and her involvement in the New York theatre community.

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## JBCasting

**JEANNEBOISINEAUCASTING**, is a Richmond, Virginia based independent casting company for film, television and non-broadcast projects.

Jeanne Boisineau worked as an actor in the theatre and on camera for over 20 years. While still in college, she also began working with one of the best-known casting directors in film and television, and continued, as the opportunity arose, to work as his assistant. Because of her experience, she was often, as an actor, called upon by clients to also help them cast projects. After working in 2000 as a casting assistant to her mentor on a feature film, Jeanne realized there was a need for a wholly independent casting director in Virginia and started her own company. Since then, she has cast hundreds of projects for film, television and the corporate world. Jeanne was a past panelist at the Southeast Virginia Film Festival, and has lectured on the casting process for film directors and actors at several universities.

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*Through the strategic alliance between Selective Casting /Internationally Speaking in New York and JeanneBoisineau Casting in Richmond, we can provide access to the best-trained, and most experienced union and non-union actors (not to mention reality casting) along the entire East Coast corridor.*