

APPENDIX "J"

PRODUCTION GUARANTEE [See Article A517]

MEMORANDUM OF AGREEMENT

dated this _____ day of _____, _____.

Between

The Union of BC Performers, the British Columbia Branch of the Alliance of Canadian Cinema, Television and Radio
Artists
("UBCP/ACTRA")

and

("the Guarantor")
[insert name and address of established Producer]

Whereas _____ ("the Producer") intends to produce a Production entitled
_____ ("the Production");

And whereas the Producer is a Party to the 2020-2023 BC Master Animation Agreement ("BCMAA") covering Performers in Independent Production between the Animation Producers and the Union of BC Performers/ACTRA.

And whereas, pursuant to Article A516 of the BCMAA, UBCP/ACTRA is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit at the time, in an amount, and in the manner set out in the BCMAA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by UBCP/ACTRA;

And whereas UBCP/ACTRA has accepted the Guarantor as an Approved Production Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of UBCP/ACTRA's foregoing the requirement that the Producer put up a cash bond or letter of credit, the Guarantor hereby guarantees payment of all monies that would otherwise be secured by a cash bond or letter of credit pursuant to Article A516(a) of the BCMAA, including the Advance on Use or residual fees, insurance, retirement, and administration payments related to the Production.
2. If, at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, then UBCP/ACTRA shall be entitled to deliver to the Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, the Guarantor will forthwith pay to UBCP/ACTRA the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Guarantor will nevertheless pay the sum set out in such notice to UBCP/ACTRA in trust, and UBCP/ACTRA will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute being resolved, UBCP/ACTRA will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

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- 3. UBCP/ACTRA shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516(a) of the BCMAA if the payment of any amount guaranteed herein is in default for more than fourteen (14) days after the Guarantor has been served with the demand provided for in Paragraph 2 herein.
- 4. The Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of delivery to UBCP/ACTRA of a Security Agreement, (in the form of Appendix "H"), or an Assumption Agreement (in the form of Appendix "G").
- 5. The termination of this Agreement by UBCP/ACTRA pursuant to paragraph 3 herein shall in no way annul, terminate, or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by UBCP/ACTRA, subject to paragraph 4 herein.
- 6. If UBCP/ACTRA terminates this Agreement pursuant to paragraph 3 herein, the Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A516(a) of the BCMAA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, the Producer will nevertheless pay the sum set out in such notice to UBCP/ACTRA in trust, and UBCP/ACTRA will hold such sum in trust in an interest bearing account. Within five (5) days of such dispute being resolved, UBCP/ACTRA will refund to the Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

In witness whereof the Parties hereto have executed this Agreement as of the date hereinabove firstly mentioned.

Producer

Approved Production Guarantor

Per _____

Per _____

(name of Signatory Producer)

(name of Guarantor)

(address)

(address)

(phone number)

(phone number)

(email)

(email)

UBCP/ACTRA

Per _____

(name)