



To: All Franchise Applicants—Instructions (All Locals Excluding New York and California)

Instructions for completing the Codified Agency Regulations Rule 16(g) Agency Franchise Application are below. Please be sure to answer all questions throughout the application process as honestly and completely as possible. False or misleading statements may result in a delay or denial of your Rule 16(g) franchise:

PREREQUISITES TO RECEIVING A 16(g) FRANCHISE

1. Please read the Application and the Codified Agency Regulations very carefully and answer all questions completely and truthfully. Please complete **both** enclosed copies of the Rule 16(g) Franchise Application.
2. Please attach a resume of past experience, in chronological order, for at least the last (5) five years of employment. [Please note: SAG-AFTRA requires at least a minimum of one (1) year of applicable experience in the entertainment industry before franchising an agency.]
3. Please include three (3) letters of recommendation from recognized industry professionals (*i.e.* persons/entities doing business in the entertainment industry within SAG-AFTRA's jurisdiction, which may include, but are not limited to, recognized casting directors who have worked on Union signatory projects, franchised talent agents, signatory companies, SAG-AFTRA members in good standing, etc.). All letters of recommendation must be on company letterhead, where applicable, and signed.
4. Please provide a letter from your financial institution, on its letterhead, providing proof your agency's "client trust account" (name and number) as well as proof of your agency's "business operating account" (name and number). Attach cancelled/voided checks from these accounts to your application.
5. Please provide a statement of ownership breakdown with percentages on agency letterhead. If one person is the sole owner, please indicate this clearly.
6. Please provide a photocopy of your current State Talent Agency License and/or any local licenses/ business operating permits for the market(s) in which your agency conducts business. **(Post office boxes, virtual or home offices do not satisfy the "office" requirement under Section IV of the Agency Regulations and will not be approved.)**
7. SAG-AFTRA agrees to conduct a timely office inspection prior to finalizing any franchise application. The Union reserves the right to reject any office space which, in its determination, may endanger the health, safety, or welfare of its current or future members.
8. Please provide a photocopy of your surety bond(s) for a total amount of \$20,000, listing SAG-AFTRA as the assignee. (\$10,000 if working exclusively under one or the other Agency Regulations (e.g. 16(g) or 12-C)). Note: In States where SAG-AFTRA recognizes an existing State bond requirement, the State and SAG-AFTRA bond totals would be combined. (e.g., In Florida, licensed agents are required to post a \$5000 bond with the State, a \$5,000 bond for 16(g) and a \$5,000 bond for 12-C (if working under both Agency Regulations)). The agency would now be required to post a \$10,000 bond with SAG-AFTRA as the assignee and \$5,000 bond with the State if working under both Agency Regulations or a \$5,000 bond with SAG-AFTRA as the assignee and a \$5,000 bond with the State if working under one).

Mail your completed Franchise packet to:

SAG-AFTRA
Attn: Professional Representatives
5757 Wilshire Blvd, 7th Floor
Los Angeles, CA 90036-3600

If you have any questions, do not hesitate to contact the Professional Representatives Department at 323.549.6745.



PARTIES WHO MUST EXECUTE APPLICATIONS

If the applicant is a corporation, the officers, directors, and stockholders of the corporation listed as such at the time the application is filed shall be deemed, at the option of the SAG-AFTRA to be the officers, directors and stockholders of said corporation until SAG-AFTRA is notified in writing of any substitutions, additions, or changes in said officers, directors and stockholders and for the purposes hereof at the option of SAG-AFTRA, only those officers, directors, and stockholders listed with SAG-AFTRA as aforesaid shall be deemed to be the officers, directors, and stockholders of the corporation.

The application for an agent's franchise shall be executed by the applicant and by each and every person, firm, or corporation having an interest in applicant, directly or indirectly; provided, however that any stockholder not active in the business of applicant who holds less than five percent (5%) participation interest in the business, shall not be required to execute an application, providing the stockholder or partners holding or owning at least seventy-five percent (75%) of the total stock or participating interest in the application sign the application. The due execution of the application by each person executing it shall be acknowledged before a Notary Public or an equivalent officer. An owner of the agent who executes a franchise application need not be franchised as a sub-agent.



OFFICE INSPECTION

During the application process, a representative of SAG-AFTRA will visit your office to inspect its facilities.

Our guidelines include (but are not limited to):

1. An agency must be located in a commercial office building or space.
2. The office space must be used only for business purposes and not for residential purposes.
3. There must be two rooms (reception area and office) or a built-in room divider.
4. The agency name must appear on the building directory and/or have proper signage.
5. There must be separate restroom facilities near the office.
6. An agent may not share an office telephone with another business without written approval from SAG-AFTRA.
7. The Agency must remain open during reasonable business hours.
8. An agency rep must be available during all business operating hours.
9. SAG-AFTRA will not approve any office space which, in its determination, may endanger the health, safety, or welfare of its current or future members.

1
2 APPLICATION FOR SCREEN ACTORS GUILD, INC.
3 TALENT AGENT'S FRANCHISE
4

5 The undersigned, and each of them, hereby apply to the Screen Actors Guild, Inc.
6 hereinafter sometimes called the "SAG", for an Agent's Franchise, for and on behalf of

7
8 _____ as Applicant.
9 For convenience the undersigned and applicant may be hereinafter collectively referred to as "Applicant."

10
11 1. Applicant proposes to conduct the agency business at the following offices, having the following
12
13 address or addresses: _____

14
15 (a P.O. Box address
16 does not satisfy the
17 office requirement
under Section IV of the
Agency Regulations)

18
19 Office phone number: _____ Fax number _____

20
21 Home address: _____

22
23 Home phone number: _____

24 Applicant agrees to notify SAG promptly of any changes in office address(es) or phone number(s) or the
25 establishment of new office(s).

26 2. Applicant's State of Local License number is _____

27 3. Has applicant had an agency license revoked, suspended, or denied? _____

28 4. What other franchises are held by Applicant?: AFTRA _____; AGVA _____; Equity _____; AFM _____

29 5. Has any franchise been revoked, suspended or denied by AFTRA, AGVA, Equity or AFM _____?

30 6. Applicant has read Rule 16(g) of SAG, which is herein referred to as the "Regulations". The said Regula-
31 tions are incorporated herein by this reference as though set forth in this application, and Applicant agrees to
32 be bound thereby and conform thereto. Applicant has examined the form of Agent's Franchise which SAG pro-
33 poses to issue and is familiar therewith and agrees that the Agent's Franchise in such form is the one which
34 SAG may issue pursuant to this application.

35 7. Applicant is submitting herewith evidence of maintenance of a Surety Bond in the amount of \$10,000
36 or in the absence thereof, has provided other security acceptable to SAG, guaranteeing the financial obligations
37 of the agent to actors under Rule 16(g) as a condition of issuance and continuance of franchise as provided
38 by Section III of Rule 16(g)

39 8. Applicant agrees that all statements, agreements and representations made in this application are made
40 for the express benefit of SAG and of its members, both present and future. Applicant further agrees that this
41 application and the franchise issued pursuant hereto, if one be issued, shall constitute a contract between
42 Applicant and SAG.

43 9. All statements attached are a part hereof. Applicant has attached hereto a statement setting forth a sum-
44 mary of the business experience of each of the undersigned.

45 10. Applicant states that no person, firm, or corporation who is engaged in the production or distribution
46 of motion pictures has an interest in Applicant's business, either directly or indirectly, whether as an owner
47 or otherwise. Applicant further states that no person, firm or corporation who is engaged in the production or
48 distribution of motion pictures has any right to share in the profits of Applicant's business, directly or in-
49 directly, or holds any indebtedness from Applicant to such person. Applicant is not engaged in the production
50 or distribution of motion pictures. If the foregoing statements, or any of them, are not correct, the incorrect

statement or statements should be stricken out and a detailed statement attached to this application setting forth the facts which caused Applicant to strike out the incorrect statement or statements. However, to the extent permitted by Sections V and XVI of the Regulations. Applicant need not strike out, and there shall be no misrepresentation.

11. Applicant has never been convicted of a crime involving embezzlement, theft, fraud, forgery or dishonest conduct. If the foregoing is incorrect, applicant shall strike it out and attach to this application a statement giving all of the details with reference to any such conviction.

12. Each person, firm or corporation, and all of them, agree to be bound jointly and severally hereunder. Each person who is now or may be hereafter be an owner of Applicant shall be jointly and severally liable on all contracts between Applicant and any member of SAG where any obligation under any such contract was incurred to the member while such person was an owner of Applicant.

13. Each person executing this application, where such application is made on behalf of a partnership or corporation, states that he has no existing contracts to act as agent with members of SAG, or, if such person has any such contracts, then such person states that he now holds, or is applying as an individual for an agent's franchise from SAG.

14. Applicant recognizes that in this complicated industry waivers may be necessary from time to time with reference to the Regulations, and Applicant agrees that SAG may grant such waivers without affecting the Applicant's obligations hereunder.

15. Applicant agrees to conform to the Regulations and does hereby consent to the modification of all existing contracts with reference to the motion picture industry between Applicant and present or future members of SAG in the manner and to the extent set forth in the Regulations.

16. This application shall be of no effect unless SAG issues a franchise pursuant hereto.

17. Notice to the party in whose name the franchise is issued shall be notice to all parties who join herein.

18. Applicant attaches hereto a statement setting forth a full description of the legal and factual organization of Applicant. Named in said statement are the owners of interest in Applicant and the percentage interest of each, and the nature of such ownership, whether stock, partnership, profit sharing, or otherwise. If Applicant is a corporation, such statement also contains the names of the officers and directors and stockholders of Applicant. Such statement also contains the names of all employees who are actively engaged in the conduct of the agency business as franchised sub-agents, or who are applying for franchises as sub-agents.

Applicant agrees that SAG will be notified by Applicant of any change in the identity of the persons who are owners, officers, directors, partners or managers of Applicant, in writing, within (10) days after any such change occurs and Applicant has knowledge thereof.

19. No person may succeed to ownership in Applicant who has been denied an agent's or sub-agent's franchise by SAG or whose agent's or sub-agent's franchise has been revoked or suspended. No person may succeed to ownership in Applicant without filing a new application and securing consent of SAG. Refusal to give such consent may be arbitrated, and may not be withheld if the proposed new owner is a franchised agent or the owner of a franchised agent. If SAG claims that a person who is not qualified has become an owner (as for instance where the transfer is involuntary by operation of law and the new owner is not qualified or refuses to file a new application and secure consent of SAG) then SAG may submit the matter to arbitration, and the arbitration tribunal may order the said new owner to comply with the Regulations, if compliance is possible, or to divest himself of such ownership within the time and upon the terms and conditions specified in the award. Failure to comply with such award shall cancel such ownership interest in such agent. The arbitration tribunal may reserve continuing jurisdiction.

20. Applicant hereby represents that all statements and information attached to the application for agency franchise heretofore filed by Applicant under Rule 16(g) required by paragraphs 7, 9 and 18 of said application, as supplemented by written notice to SAG as required by Rule 16(g), are true and correct as of the date of the filing of this application, except as otherwise specifically noted in the statement attached to this application. All said statements and information heretofore filed with SAG are, by this reference, made a part of this application as though herein set forth at length, except as otherwise specifically noted in the above referred to statement attached to this application.

YOUR PARTICULAR ATTENTION IS CALLED TO ARTICLE VII OF THE BASIC CONTRACT WHICH PROVIDES THAT ANY MODIFICATION OR AMENDMENT TO THE BASIC CONTRACT AND RULE 16(g) MADE PURSUANT TO AGREEMENT BETWEEN SCREEN ACTORS GUILD, INC. AND AGENTS' ORGANIZATIONS SHALL BE BINDING ON ALL FRANCHISED AGENTS EXCEPT THOSE WHO GIVE NOTICE OF THEIR REFUSAL TO CONSENT THERETO; PROVIDED, HOWEVER, THAT ANY AGREEMENT BETWEEN SCREEN ACTORS GUILD, INC. AND AGENTS' ORGANIZATIONS FOR AN EXTENSION OF THE FIXED TERM OF RULE 16(g) AS SET FORTH IN ARTICLE XI OF THE BASIC CONTRACT SHALL BIND ALL FRANCHISED AGENTS.

(Note to Applicant: If the information and statements heretofore filed with SAG required by Paragraphs 7,9 and 18 of Applicant's application for agency franchise under Rule 16(g) are in all respects true and correct as of the date of the filing of this application, Applicant need not attach the information required by Paragraphs 7,9 and 18 of this application. If any changes have occurred with respect to said information or it is not otherwise correct as of the present date, Applicant should attach hereto a statement setting forth the correct information.)

I declare under penalty of perjury that the above is true and correct.

.

Executed on this _____ day of _____, 20_____, _____

(City)

_____, _____

(Country)

(State)

Applicant

Social Security Number

Applicant

Social Security Number

Applicant

Social Security Number

Applicant

Social Security Number

Applicant

Social Security Number



Type of Representation

SAG-AFTRA periodically publishes a list of its currently franchised agents.

Along with the name, address and telephone number of the agency, we indicate the type(s) of representation offered by your agency. (Example: if an actor is looking for representation solely for commercials, (s)he will only contact agencies that work in this area.

For this purpose, please check the categories below which apply to your agency, for **Rule 16(g) covered work only**:

	ADULTS	YOUNG PERFORMERS
TELEVISION & THEATRICAL	_____	_____
COMMERCIALS	_____	_____

AGENCY: _____

BY: _____

(Please keep a copy of this form in your files and advise us of any further addition or deletion in your area of representation.)



PLEASE RETURN IMMEDIATELY VIA FAX TO (323) 549-6746 (LA) OR (212) 686-4925

AGENCY UPDATE FORM

AGENCY INFO

Name of Agency _____

Agency ID# _____ Phone _____ Fax _____

Address _____

CLIENT TRUST ACCOUNT INFORMATION

Bank Name _____ Account # _____

Address _____

BUSINESS OPERATING ACCOUNT INFORMATION

Bank Name _____ Account # _____

Address _____

TALENT AGENCY LICENSE & SURETY BOND INFORMATION:

PLEASE SEND PHOTOCOPY OF CURRENT LICENSE (OR BUSINESS OPERATING PERMIT IN AREAS WHERE APPLICABLE) AND SURETY BOND (OR CERTIFICATE OF DEPOSIT WHERE APPLICABLE).

OWNERSHIP BREAKDOWN*

Name _____ SS# _____ % of Ownership _____

Email _____

Name _____ SS# _____ % of Ownership _____

Email _____

SUB-AGENTS*

Name _____ SS# _____ Authorized Signer? _____

Email _____

Name _____ SS# _____ Authorized Signer? _____

Email _____

Name _____ SS# _____ Authorized Signer? _____

Email _____

** Please attach a separate sheet for additional owners and/or sub-agents.*

Date _____ Signature of Owner _____

Please Print Name _____



SUPPLEMENTAL APPLICATION

To Applicants Applying for a **Codified Agency Regulations Rule 16(g) Franchise**:

This is to advise you that, notwithstanding the provisions of the Section VIII and IX of the Agency Regulations ["Rule 16(g)"], any franchise issued will be probationary and its continuance may be reviewed at any time during an 18 month period from its effective date by the Board of Directors of SAG-AFTRA, and at six month intervals thereafter.

Please note that we require that you accept the following conditions before your franchise application is considered:

1. No contract may specify a higher rate of commission than ten percent (10%). Said limitation of commission may not be avoided or evaded by any device or arrangement for the payment to the agent of additional compensation for other services to be rendered by the agent to the actor, such as, by way of example but not by way of limitation, services for publicity, photography or securing publicity photographs, business management, personal management, coaching, dramatic schools, workshops/seminars, casting or talent brochures or directories in which the agent has a direct or indirect interest, resumes, expenses for on or off-camera agency audition tapes, demo reels, or similar materials.
2. The talent agency shall not advertise through newspapers, magazines, or mailings to the general public seeking clients for representation, registration or other forms of representation involving the payment of any fees directly or indirectly in the form of commission, registration fees, referral fees or otherwise.
3. Under no circumstances will you require, recommend, suggest or name any third party businesses (e.g., photographers, websites, etc.) for use by clients or prospective clients; acceptance of "kickbacks" or referral fees on photography, printing or any other services from any source providing such service is expressly prohibited; nor will you advise, recommend, require or make it mandatory that your clients or prospective clients attend acting schools, workshops/seminars, or make it a prerequisite for signing Agency Contracts.
4. Casting on any basis is prohibited.
5. The agent shall ascertain whether an employer with whom he or she negotiates on behalf of an actor is signatory to the applicable Union collective bargaining agreement. Telephone verification from SAG-AFTRA will satisfy the foregoing requirement.
6. All books and papers relating to the financial records of the agency shall be made reasonably available to SAG-AFTRA for inspection upon request.
7. You understand your obligation to maintain a current talent agency license or applicable business operating permit at all times and to establish a permanent office in a commercially zoned building, which is separate and apart from any residential establishment/structure. All talent agency offices must be inspected and approved by SAG-AFTRA prior to franchise.
8. Applicant will furnish SAG-AFTRA with verification of the bank account number serving as the clients' trust account and business operating account.



Zino Macaluso
National Director/ Sr. Counsel
Professional Representatives

9. Applicant understands and agrees that SAG-AFTRA reserves the right to reject any office space which, in its determination, may endanger the health, safety, or welfare of its current or future members.

By your acceptance of the above, you concurrently undertake that said document becomes a part of the franchise application and a condition of the franchise when and if issued by SAG-AFTRA. This supplemental application covers only 16(g) covered work. Any violation of the above will be deemed to automatically surrender the agency franchise agreement.

Kindly indicate your acceptance by signing and returning this Supplemental Application with your franchise application.

The above letter and enclosures have been received and contents acknowledged and agreed

to this Day of _____, 20____.

By: _____

Name of Agency: _____



SURETY BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ a/an
(Name of agency)
_____ with business locations at _____
(Individual, Partnership, etc)
_____, as principal (the "Principal") and _____
(City, State & Zip)

_____, as surety (the "Surety"), are held and bound onto Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA"), in the penal sum of \$ _____ to the payment whereof we bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents.

WHEREAS, SAG-AFTRA has agreed to issue to the Principal a franchise to engage in business as a SAG-AFTRA franchised talent agency, upon receipt by SAG-AFTRA of satisfactory evidence of a surety bond.

It is a condition of this bond that the Principal is to comply with SAG-AFTRA's Regulations Governing Agents under Rule 16(g) and/or Rule 12C, respectively ("Agency Regulations") and all of the laws and regulations governing the acts of talent agencies in the State of _____ and a further condition of this obligation is that the Principal and Surety to this bond shall be subject to suit and or arbitration by action thereon by any person who shall sustain actionable inquires or loss or damage, including reasonable costs and attorney's fees, by the conduct on the part of the Principal, and it shall be for the purpose of indemnifying any persons injured or damaged or who may suffer loss due to any wrongful act of the Principal, his agents or employees and their respective heirs, executors, administrators and assigns.

Regardless of the number of years this bond remains in full force or the number of premiums paid, and regardless of the number or amount of claims or claimants, in no event shall the aggregate liability of the surety bond exceed the penal sum of the bond.

The bond shall be deemed continuous in form and shall remain in full force and effect throughout the term that the talent agent maintains a SAG-AFTRA franchise unless terminated or cancelled in the manner herein provided. Any modification in the obligations of the Principal under the Agency Regulations may be made without the consent or knowledge of the Surety and without in any way releasing the Surety from liability under this bond.

The Surety may, at any time, cancel this bond by giving thirty (30) days written notice by registered mail to SAG-AFTRA. The Surety, however, shall remain liable for any defaults under this bond committed prior to the expiration of such thirty (30) day period, together with the interest due thereon.

If any of the provisions of this bond are held to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

The effective date of this bond is: _____.

Signed, sealed and dated this _____ day of _____, 20____.

Witness: _____

Principal: _____

BY: _____
(Witness to Principal Signature)

BY: _____
(Signature must agree with owner signature on application)

Surety: _____
(Surety Company)

BY: _____
(Agent of Surety Company)

BY: _____
(Attorney in Fact)

INFORMATION NEEDED FROM THE INSURING AGENCY (please type):

NAME OF SURETY: _____
ADDRESS: _____

Telephone Number: _____ Bond Number assigned: _____

Please mail this completed form to: **SAG-AFTRA PROFESSIONAL REPRESENTATIVES DEPARTMENT**

***1900 Broadway, 5th Floor, New York, NY 10023**

***5757 Wilshire Blvd. 7th Floor, Los Angeles, CA 90036**



L-SAG Sub Agent Franchise Requirements

1. Complete both copies of the application (retain one copy for your files)
2. Attach a brief resume
3. Mail to:

SAG-AFTRA
Attn: Professional Representatives
5757 Wilshire Blvd, 7th Floor
Los Angeles, CA 90036-3600

If the Sub-Agent is authorized to execute agency contracts, attach a statement that they are an authorized signer and return with application.

THANK YOU

APPLICATION FOR SCREEN ACTORS GUILD, INC.
SUB-AGENTS FRANCHISE

The undersigned hereby applies for a franchise to act as a sub-agent for the agent named below, as hereafter set forth:

For convenience the undersigned may be hereinafter referred to as "Applicant", and the Screen Actors Guild, Inc. may be referred to as "SAG".

Applicant states and represents that the following are true and correct:

1. Applicant proposes to act as a sub-agent for _____
an agent holding as Agent's Franchise from SAG, or an applicant therefor.

2. Applicant has read Rule 16(g) of SAG, which may hereinafter be referred to as the "Regulations". The said Regulations are incorporated herein by this reference as though set forth in this application, and Applicant agrees to be bound thereby and conform thereto. Applicant has examined the form of Sub-Agent's Franchise which SAG proposes to issue and is familiar therewith and agrees that the Sub-Agent's Franchise in such form is the one which SAG may issue pursuant to this application.

3. Applicant agrees that all statements, agreements and representations made in this application are made for the express benefit of SAG and of its members, both present and future. Applicant further agrees that this application and the franchise issued pursuant hereto, if one be issued, shall constitute a contract between Applicant and SAG.

4. Applicant attaches hereto a statement as a part hereof summarizing his previous business experience.

5. Applicant is not engaged in the production or distribution of motion pictures except as permitted by Sections V and XVI of the Regulations.

6. Applicant has never been convicted of a crime involving embezzlement, theft, fraud, forgery or dishonest conduct. If the foregoing is incorrect, Applicant shall strike it out and attach to this application a statement, as part hereof, giving all of the details with reference to any such conviction.

7. Has Applicant ever had an agency license revoked, suspended, or denied? _____

8. Has any franchise been revoked, suspended or denied by AFTRA, AGVA, Equity, or AFM? _____

I declare under penalty of perjury that the above is true and correct.

Executed on this _____ day of _____, 20_____, _____

(City)

_____, _____

(County)

(State)

Print Applicant Name

Social Security Number

The undersigned franchised Talent Agent or applicant for a Talent Agent's franchise joins in the foregoing application as of the above date and certifies that the applicant for a sub-agent's franchise is a bona fide employee of the undersigned.

Applicant Signature

Owner Signature