

APPENDIX 6**PRODUCTION GUARANTEE**

(See Article A516[g])

Dated this _____ day of _____, _____

between
ACTRA
and

(the "Guarantor")

(insert Production Guarantor name and address, street, city, province and postal code)

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

And whereas the Producer is a Party to the Independent Production Agreement covering Performers in Independent Production between the Canadian Media Producers Association (CMPA) and the L'Association Québécoise de la Production Médiatique ("AQPM") and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) dated January 1, 2019 (the "IPA");

And whereas pursuant to Article A516 of the IPA, 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 IPA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by ACTRA;

And whereas ACTRA has accepted Guarantor as an Approved Production Guarantor;

Now therefore the Parties hereby agree as follows:

1. In consideration of 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 which would otherwise be secured by a cash bond or letter of credit pursuant to Article A516(a) of the IPA, 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 ACTRA shall be entitled to deliver to 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 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 ACTRA in trust, and ACTRA will hold such sum in trust in an interest bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. ACTRA shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516(b) or (c) of the IPA if the payment of any amount guaranteed herein is in default for more than fourteen (14) days after 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 there from on the sooner of the delivery to ACTRA of a Security Agreement, pursuant to Article A517(b), or delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517(c).

5. The termination of this Agreement by 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 ACTRA, subject to paragraph 4 herein.

6. If ACTRA terminates this Agreement pursuant to paragraph 3 herein, 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 IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute's being resolved, ACTRA will refund to 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

Per _____
 (signature)

 (name of signatory Producer)

 (type name)

 (address of signatory Producer)

 (postal code)

 (phone number of signatory Producer)

 (email of signatory Producer)

Approved Production Guarantor

Per _____
 (signature)

 (name of Guarantor)

 (type name)

 (address of Guarantor)

 (postal code)

 (phone number of Guarantor)

 (email of Guarantor)

ACTRA - Branch

Per _____
 (signature)

 (type name and title)

 (day/month/year)