

PRODUCTION GUARANTEE

[See Article A418]

MEMORANDUM OF AGREEMENT

dated this _____ day of _____, _____.

Between

The Union of BC Performers
("UBCP")

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 2021-2024 BC Master Production Agreement ("BCMPA") covering Performers in Independent Production between the Canadian Media Producers Association – BC Producers' Branch ("CMPA-BC") and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP"), on the one hand, and the Union of BC Performers, on the other hand.

And whereas, pursuant to Article A417 of the BCMPA, UBCP 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 BCMPA, unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by UBCP;

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

Now therefore the Parties hereby agree as follows:

1. In consideration of UBCP'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 A417(a) of the BCMPA, 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 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 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 in trust, and UBCP will hold such sum in trust in an interest-bearing account. Within five (5) days of such dispute being resolved, UBCP will refund to the Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

3. UBCP shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A417(b) or (c) of the BCMPA 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 of a Security Agreement, (in the form of Appendix "J"), or a Purchaser's Assumption Agreement (in the form of Appendix "H") or a Distributor's Assumption Agreement (in the form of Appendix "I") from an Approved Distribution Guarantor pursuant to Article A417(e).
5. The termination of this Agreement by UBCP 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, subject to paragraph 4 herein.
6. If UBCP 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 A417(a) of the BCMPA. 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 in trust, and UBCP will hold such sum in trust in an interest bearing account. Within five (5) days of such dispute being resolved, UBCP 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 of Signatory Producer)

(address of Guarantor)

(phone number of Signatory
Producer)

(phone number of Guarantor)

(fax number of Signatory
Producer)

(fax number of Guarantor)

UBCP

Per _____

(name)