

FACT-BASED / LIFESTYLE AND DOCUMENTARY PROGRAMS

FACT-BASED / LIFESTYLE PROGRAMS

Preamble: As this is an emerging genre of production, the Parties agree to work together to encourage more production of this type under this Agreement.

- a) **Definition** - a Fact-Based/Lifestyle Production is a television Production with an average Budget below \$250,000/\$257,000 per half hour, on a non-fictional theme, excluding drama productions, Documentary Programs and game shows. Fact-based/Lifestyle shows include productions like home renovation, cooking, travel and reality programs. Examples of productions that fall under this definition include: *The Lofters* (reality program), *Meet My Folks* (reality contests), *Canadian Idol* (talent contests), *A Wedding Story* (fact-based reality), *Trading Places* (lifestyle reality), *Exhibit "A"* and *72 Hours*.
- b) **Inclusions:**
- a. The host(s) and narrator(s).
 - b. Judges or other experts who play an integral role in a production on three (3) or more Episodes in a calendar year.
 - c. Any other distinct, recurring individual who plays an integral role in a production and appears in at least six (6) episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless s/he continues to qualify.
 - d. The Producer shall supply UBCP with a list of excluded individuals.
- c) **Multiple Episodes:**
A Performer (other than Off-Camera Narrators and Commentators) may be contracted at no less than the applicable minimum daily fee to perform in three (3) Episodes to be produced per day of production. For each additional Episode produced on a day of production, the Performer will receive fifty (50%) percent of the applicable daily fee. For example, minimum performance fees for a Performer who appears in four (4) Episodes on a single day of production will be calculated at one hundred fifty percent (150%) of the applicable daily fee.
- d) **Use Fees:**
All Performers engaged under this section are entitled to Use Fees of fifty-five percent (55%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, in all countries for the applicable period, or fifty percent (50%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, excluding New Media, in all countries for the applicable period. Prior to the expiry of the period, the Producer would have the choice of paying an additional 50%, or 55%, as applicable, of Net Fees and clearing another prepayment period or paying the 3.6% of DGR. Once the payment of 3.6% of DGR applies the Producer cannot revert back to the 50%, or 55% formula, as applicable.
- e) **Existing Agreements:**
The Negotiating Producers and UBCP agree to advise its members that the contracts of Performers who are engaged in this genre under a predecessor to this agreement will be grandfathered.

f) **No Pyramiding:**

The Negotiating Producers and UBCP agree that there will be no pyramiding of discounts in this section. More specifically, Productions taking advantage of the terms of this section cannot access any fee discount(s) from any other section of this Agreement, including the BC Indie Program (Appendix “Q”).

DOCUMENTARY PROGRAMS

a) See Article A3301 regarding excerpts for Documentary Programs, which provides:

“(e) Excerpts for Documentary Programs: A Performer will be entitled to payment of one hundred dollars (\$100.00) per thirty (30) second or less excerpt up to the highest originally contracted daily fee or the current daily fee, whichever is greater. The maximum payment for a Performer who appears in multiple excerpts within a single Documentary production is the originally contracted daily fee or the current daily fee, whichever is greater.”

b) **Exclusions:**

See Article A215 regarding persons excluded from the rates and conditions of the BCMPA on Documentary Programs.

c) A Performer participating on or off camera in a Documentary Program shall be entitled to Use Fees of fifty five percent (55%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, or fifty percent (50%) of the total Net Fees paid to the Performers for which the Producer is entitled to unlimited Use of the Production, excluding in New Media, in all countries for five (5) years. At the expiry of such five (5) year period, the Producer has the choice of clearing another five (5) year period or paying the three and six-tenths percent (3.6%) DGR. The election must be made prior to the end of the relevant five (5) year period. Once the three and six-tenths percent (3.6%) DGR applies, Production cannot revert back to the fifty percent (50%) or fifty-five percent (55%) formula for five (5) years. Note: for greater clarity, this Use Fee section does not apply to dramatic Productions such as *Exhibit “A”* or *72 Hours*.

d) Furthermore, for tribute Documentary Programs, a Performer is entitled to waive any applicable interview fee required under the agreement at his or her discretion. A copy of the waiver is to be provided to UBCP.