



SAG-AFTRA
Personal Manager Code of Ethics and Conduct

Preamble:

To better promote an honest and ethical relationship between SAG-AFTRA (“Union”) members and the Personal Managers (“PM”) that they choose to represent them in the capacity as a manager, as defined below, the parties hereto have voluntarily agreed to be bound by the **SAG-AFTRA Personal Manager Code of Ethics and Conduct** (“Code”), attached below. The term “Personal Manager” shall hereinafter be defined as any individual, partnership, association, firm, corporation or any other business entity that counsels and/or advises SAG-AFTRA members regarding their professional careers in the entertainment industry. For the purposes of the Code, a PM shall not be deemed a “talent agent,” as defined by the California Talent Agencies Act, Section 1700 *et seq.*, and/or the New York State Business Code Article 11, Section 171(2)(c), or by the SAG-AFTRA agency regulation(s), unless said PM attempts to solicit and/or procure employment in any area in which SAG-AFTRA has exercised jurisdiction when not under the control and/or direction of a licensed and Union franchised talent agency. For the purpose of this Code, “members” shall be defined as any current or prospective members of SAG-AFTRA.

Any interested PM company may apply to sign on to the terms and conditions of the Code offered by SAG-AFTRA, provided it:

- (i) files a request on company letterhead, accompanied by a detailed resume and three (3) professional business references acceptable to the Union,
- (ii) agrees to provide the Union with a complete roster of SAG-AFTRA clients it represents, and to periodically update said client list upon reasonable written request by the Union to do so, but not more often than once a quarter,
- (iii) communicates to the Union all of the PM’s professional contact information including, but not limited to, any address from which the PM conducts business, as well as its business telephone and facsimile number, and a current email address. **Note:** P.O. boxes or home offices will not be accepted. **Limited waiver opportunities from this requirement are available, provided the personal manager meets several stated criteria (see attached, Exhibit B).** A PM must also agree to immediately communicate to SAG-AFTRA any change in this information,
- (iv) discloses to the Union any and all professional affiliations,
- (v) does not solicit and/or procure employment, as these categories are broadly defined, in any area in which SAG-AFTRA has exercised jurisdiction, except to the extent that such activities may be sanctioned by applicable California and/or New York State Law. For example, for the purposes of this Code, personal managers shall not be deemed to be procuring if they are working under the control and at the direction of a licensed and franchised talent agency.
- (vi) is not licensed by any State as a talent or employment agency,
- (vii) provides SAG-AFTRA with a copy of any agreement it uses to represent SAG-AFTRA performers, including an appended schedule of fees, where one exists. The PM must also contemporaneously (and in writing) communicate to SAG-AFTRA any alterations/modifications to this contract if/when they occur,
- (viii) acknowledges that any continued recognition by the Union that the PM has signed the Code shall be contingent upon the PM’s agreeing to all provisions contained herein.

Once an interested PM agrees to sign on to the terms and conditions of the Code, and subject to the approval of the Union as set forth herein, the PM’s company may be added to a managers’ list compiled by



the Union. SAG-AFTRA agrees to make said list available to its members upon request, consistent with the manner in which it currently distributes its franchised agency information, including prominent website presence on the Union's website: www.sagaftra.org. SAG-AFTRA will periodically update this list.¹ Once approved by the Union, and only after actually executing the Code, and only during such time period as the Code is in force with respect to PM, the PM may notify potential clients (and/or the general public) of its adherence to the Code in a form to be approved by the Union.

Regarding disputes between the Union and any PM that has agreed to sign on to the Code, the Union's General Counsel (or his designee) shall be charged with issuing a final ruling based on any written information presented to him/her by the affected parties. Upon any permanent change to PM's status with SAG-AFTRA, PM may request and SAG-AFTRA shall provide, a written statement from the Union setting forth the reason(s) for such change/termination. Any affected PM whose status is so altered shall be afforded the opportunity to advise the National Agent Relations Committee ("NARC") (or its designee) of his/her objection, if desired, in writing. The outcome of all such disputes shall be determined by the Union in its sole discretion.

With respect to any and all disputes and controversies arising out of a contractual relationship between a SAG-AFTRA member and a PM, the parties must submit these disputes/controversies to SAG-AFTRA for adjudication in accordance with the arbitration provisions attached hereto, as Exhibit A. In such cases, both parties must also agree to comply with any awards made by the Arbitrator in such cases.

The Union shall have the right to modify or discontinue this program at any time, upon thirty days' notice to the participating PMs, which may be provided by electronic notification to the PM's last known electronic point of contact.

SAG-AFTRA and its listed managers will make every effort to meet at least on an annual basis to discuss the Code, its application and the status of the overall relationship and how to improve it.

I have read and understood this Preamble and agree to comply fully with its provisions:

Manager Name: _____

Manager Signature: _____

Management Company Name: _____

Date: _____

¹ Inclusion of any personal manager on this list indicates only that the personal manager has agreed to submit to the SAG-AFTRA Code of Ethics and Conduct and does not in any manner, directly or indirectly, constitute a guarantee, warranty or representation as to any personal manager's ability or quality, nor shall SAG-AFTRA attempt to regulate the terms and conditions (other than what is expressly stated in its Code of Ethics and Conduct) of the general relationship between the member and the personal manager; this remains the subject of independent bargaining between the personal manager and the member. Members whose personal managers do not sign the Code of Ethics and Conduct enter into business relationships with each other independently and outside any oversight of SAG-AFTRA.



SAG-AFTRA's Personal Manager Code of Ethics and Conduct

Adherence Letter

I hereby agree to abide by the following *SAG-AFTRA Code of Ethics and Conduct*. I pledge to:

1. promote integrity in the execution of my fiduciary duties, and to assist SAG-AFTRA members in the development of their long-term career goals.
2. In my position as a personal manager ("PM"), I pledge not to derive personal gain at the expense of any SAG-AFTRA member's interests including, but not limited to, requiring the member to utilize the services of any particular photographer, printer, school, acting coach, or any other professional in the entertainment industry in which I have a direct or indirect financial (or other) interest. I will also ensure that it is not a condition of my representation of any SAG-AFTRA member to utilize such services. I will fully disclose any applicable conflicts of interest to any SAG-AFTRA member that I am representing.
3. serve SAG-AFTRA members in good faith, recognizing the uniqueness of their abilities.
4. be truthful in all statements made to SAG-AFTRA members and to act, at all times, in an honest, ethical, and appropriate manner, and as a fiduciary to my clients.
5. respect and support SAG-AFTRA members in their relationships with their franchised agents, and to make every effort to assist the performer's designated agents in securing employment opportunities for SAG-AFTRA members when directed by the franchised agent to do so.
6. encourage all SAG-AFTRA members to uphold their obligations to their Union and to assist the Union in the enforcement of its contracts.
7. never encourage a SAG-AFTRA member to resign his/her membership from the Union.
8. guard against any potential conflicts of interest² in the representation of SAG-AFTRA members, and immediately notify my clients should any such conflict arise.
9. protect SAG-AFTRA members from the inappropriate commingling of monies belonging to them with monies belonging to me. I shall keep SAG-AFTRA member funds in a non-interest bearing segregated account that is commonly referred to as a client, escrow or trust account. If I do not actually handle SAG-AFTRA members' monies, I may request an exemption from this provision.
10. faithfully account for a SAG-AFTRA member's monies in my possession and to deliver said monies to the SAG-AFTRA member (or his/her designee) in a timely fashion. SAG-AFTRA shall also encourage its members to make similar timely payments to me, where appropriate.
11. maintain SAG-AFTRA member confidentiality and privacy in all dealings, both during the course of, or after, my representation of the member.
12. never use unjust or oppressive representational contracts that permit, for example, self-renewing provisions or the collection of up front/advance fees or charges of any kind. Further, no initial contract between a SAG-AFTRA member and my personal management company shall be in excess of eighteen (18) months; renewals to be no greater than three (3) years. A copy of any written representational contract that I intend to use shall be provided to the SAG-AFTRA and approved by the Union and the applicable member prior to the commencement of our business relationship. Participating managers may request (and submit for approval) a confidentiality agreement from the Union prior to submitting their contracts, pursuant to this requirement.

² A conflict of interest exists if the action of the PM is, or could reasonably appear to be, influenced by personal considerations or by actual or potential personal benefit/gain, beyond the PM's fiduciary duty and obligation to the member. A PM is expected to make decisions in the best interests of his client, and not for personal gain.



- 13. create and maintain a working relationship for the SAG-AFTRA member that is free of discrimination which can include, but is not limited to, inappropriate treatment based on age, disability, gender, national origin, race, religious affiliation, sexual orientation, gender identity or expression, union and/or political affiliation.
- 14. assist SAG-AFTRA members in their search for a franchised talent agent pursuant to current SAG-AFTRA guidelines/policies.
- 15. never to encourage a SAG-AFTRA member from knowingly breaching Union rules.
- 16. to promptly forward to the SAG-AFTRA member any Union communication addressed to the member that is delivered to my company.
- 17. abide by any applicable State and/or Federal Laws in the jurisdiction in which I am operating my business.
- 18. update my records with SAG-AFTRA, as periodically required, in order to remain on the list of managers published by the Union.

Adherents to this Code are required to sign and date this document (*see below*) and return it to the SAG-AFTRA for processing either by email at personalmanager@sagaftra.org, by facsimile at 323-549-6746, or by hard mail to SAG-AFTRA Professional Representatives Department, 5757 Wilshire Blvd. 7th Floor, Los Angeles, CA, 90036-3600. Once approved, the applicant will receive a certificate of acknowledgement from the Union. All certificates of acknowledgment shall be temporary and conditional for a six (6) month period of time, to be reviewed by the Union at the end of such period. In addition, PMs are required to communicate the content of this Code to any employee(s) or independent contractor(s) working with/for them, and to provide a copy of said agreement to the SAG-AFTRA member upon request to do so. I have understood all of the above and hereby agree to the terms and conditions of the Personal Manager Code of Ethics and Conduct (including its Preamble).

 Zino Testa-Macaluso, Esq.
 National Director/Sr. Counsel,
 Professional Representatives
 SAG-AFTRA

Manager Name: _____

Manager Signature: _____

Management Company Name: _____

Date: _____

Date: _____

Member agrees, by virtue of signing this document, to resolve any and all disputes with the complying personal manager through the appended arbitration procedure administered through SAG-AFTRA.

Member Name _____

Date: _____

SAG-AFTRA I.D. # _____

Signature: _____



EXHIBIT A: ARBITRATION RULES

Arbitration proceedings shall be had in accordance with the procedure specified herein in all cases which are to be submitted to arbitration.

The following rules of general procedure shall govern all arbitration proceedings:

- (1) Arbitration shall be commenced by the filing with the Arbitration Secretary ("Secretary") of a written statement of claim by the person who desires to institute proceedings. For the purposes of these arbitrations, the Secretary position shall be occupied by the Union's National Director/Sr. Counsel for Professional Representatives, unless the Union's General Counsel delegates such tasks to another party. The person filing the claim may be referred to as the Claimant.
- (2) The Secretary shall notify in writing the person or persons with whom arbitration is sought of the claim, and shall cause to be mailed or delivered to such person or persons a copy of the statement of claim. Such person or persons may be referred to as the Respondent.
- (3) The Respondent shall, within ten (10) days of receipt of this claim, file an Answer with the Secretary. The Secretary shall cause to be mailed or delivered to the Claimant a copy of the Answer.
- (4) Within fifteen (15) days after the Answer is filed, the Secretary shall suggest the name of a proposed Arbitrator to the parties. Unless there is an objection, which must be filed in writing by either party within five (5) business days of the notification of the Arbitrator's selection, the Secretary shall appoint said person to act as Arbitrator for the case. If one or the other parties objects to the selection of an Arbitrator, SAG-AFTRA will make a good faith effort to name an alternate Arbitrator that is acceptable to all parties.
- (5) If parties fail to agree on the final choice of an Arbitrator, SAG-AFTRA will act in the best interests of all parties concerned and name an Arbitrator for the case.
- (6) Cost of the arbitration shall be borne equally by the Claimant and the Respondent, except as otherwise decided by an arbitrator or agreed between the parties.
- (7) Arbitration hearings shall be held in the locality at which both Claimant and Respondent are situated, whenever possible.
- (8) If both parties are not located in the same locality, then the parties may stipulate as to the place at which the arbitration hearings are to be held. If the parties fail to agree as to the place for hearings, pursuant to the preceding sentence, then the Secretary shall select the place for the arbitration hearings.



- (9) SAG-AFTRA shall be an *ex officio* party to all arbitration proceedings hereunder in which any member of SAG-AFTRA is involved, and the Union may do anything which a party named in such proceedings might do.
- (10) Any party to an arbitration proceeding shall have the right to bring in other parties whose interests are involved and who are necessary in order to have the Arbitrator make a complete determination of all issues. Disputes on this matter shall be settled by the Secretary after a hearing.
- (11) In the event that there are conflicting arbitrations and any party to either of said arbitrations claims that the conflicting claim should be determined in a specific arbitration, the matter shall be submitted to the Secretary who, after a hearing, shall determine which, if any, arbitration shall be permitted to proceed, and shall determine what disposition shall be made of the other conflicting arbitration proceedings.
- (12) In the event conflicting claims are made against any member of SAG-AFTRA, the member may deposit the moneys claimed of the member with the Union, stating that conflicting claims are made against him, naming the persons who are making the claims, and agreeing that the moneys so deposited with the Union, may be disposed of between the conflicting Claimants in accordance with the ruling of the Arbitrator. The Arbitrator shall then be selected by the persons named in the proceeding as making the conflicting claims, and the Secretary shall designate which of such persons are the Claimant and which are the Respondent. The arbitration proceeding shall then proceed with the conflicting Claimants and Respondents as the real parties in interest. If no money is claimed, the same procedure may be followed without deposit.
- (13) Any Answer may contain a counterclaim or cross-claim which shall be deemed denied by the opposing party unless expressly admitted. Except as above provided, failure to answer within the time specified by the rules, or failure to deny an allegation, shall be deemed an admission of the allegations not denied. A denial may be general of an entire paragraph, or the entire claim.
- (14) An Arbitrator shall have complete control of the conduct of the arbitration, and may specify any rules and regulations with reference thereto not in conflict herewith. The decision of the Arbitrator shall be final. All awards shall be in writing. Three (3) originals of the award shall be filed with the Secretary, who shall cause one to be mailed or otherwise delivered to the claimant or his/her delegate, and one to the respondent or his/her delegate, retaining the third. The technical rules of evidence may be waived at the discretion of the Arbitrator. The Arbitrator shall have the authority to issue subpoenas at the request of any party to require the appearance of witnesses or the production of documents which are relevant to the issues in the arbitration.
- (15) Parties are entitled to be represented by counsel and to be heard, provided, however, that nothing herein contained shall limit the power of the Arbitrator to control the manner, method, and conduct of the proceedings and the presentation of the evidence, subject always to the requirement that the parties be given a fair and impartial hearing.



- (16) Arbitration awards may be confirmed in accordance with any arbitration laws which are applicable in the locality in which the arbitration is held, where such awards are in the class of arbitrations within the purview of such arbitration laws.
- (17) SAG-AFTRA members and managers shall comply with awards made by the Arbitrator. Any willful or intentional failure or refusal of any member of SAG-AFTRA to comply with an award made by an Arbitrator may be deemed a violation of the policy of the Union pursuant to Art. XIV(A)(1) of the SAG-AFTRA Constitution and may subject the member to disciplinary penalties. Any effort by any member of SAG-AFTRA against whom an arbitration award has been made to avoid the payment of said award by taking unfair advantage of any bankruptcy or insolvency laws may likewise be deemed a violation of the policy of the Union pursuant to Art. XIV(A)(1) of the SAG-AFTRA Constitution and may subject the member to disciplinary penalties. Any willful or intentional failure or refusal of any affiliated manager to comply with an award made by an arbitration tribunal shall be grounds for disciplinary action up to and including termination of the manager's affiliation with the Union.
- (18) Expenses of an arbitration shall be borne by the parties thereto equally, except as hereafter provided. The award may include costs as part of the award, and may provide for their taxing in a supplementary proceeding and by a supplementary award. If a shorthand reporter or a stenographic transcript is desired by a party, the desiring party shall pay for same, and the cost may not be charged to any other party in the award. SAG-AFTRA is an *ex officio* party to any proceeding hereunder; no costs shall be taxed against such *ex officio* party.
- (19) Arbitrators have the right to apportion or tax to one party all costs and expenses of arbitration proceedings between individual members of SAG-AFTRA and their managers, and to include such costs and expenses in the award. Counsel fees may not be taxed as costs.
- (20) No SAG-AFTRA member or manager shall attach, garnish, or levy on the funds or property of the other party in any dispute or controversy arising out of or in connection with the management contract. No SAG-AFTRA member or manager shall bring an action at law or in Equity against any other party in any dispute or controversy arising out of or in connection with its management contract. A SAG-AFTRA member or manager shall have the right, however, to have any arbitration award hereunder confirmed in accordance with the law and shall thereafter have all rights given by law in attempting to collect any moneys payable under any such award or under any judgment confirming such award, whether by way of execution on a judgment, garnishment, levy or otherwise.
- (21) Any judgment or arbitration award by reason of the breach of a management contract by a SAG-AFTRA member shall give the manager only such right to receive money from and out of the member's earnings, if, as, and when the member receives the same, or the same is received for or on his behalf, and not otherwise, and the right of a manager to recover damages for a member's breach of a management contract is so limited. If a member has already received moneys or other consideration in connection with which compensation is payable to a manager, then the award or judgment to the manager shall include the aggregate amount of such commissions payable forthwith. The manager has no interest whatsoever in any contract of employment entered into by the member, but this does not affect the right of the manager to receive compensation under a management contract if the member receives money on which said commissions are payable.



- (22) The manager's sole right in the event of the breach of a management contract by a member is to receive from the member the compensation specified in the contract, if, as, and when the member receives or has received moneys or other consideration on which such percentage is payable, and (s)he shall not be entitled to receive such commissions on any moneys which the member does not receive, irrespective of the reasons why the member does not receive the same, even though the failure to receive the same may be by reason of the fault of the member.
- (23) Whenever an Arbitrator shall render an award in favor of the manager for compensation at the rate stipulated in or accruing under the management contract, if the member so desires and expresses such desire in a written communication to the manager on or before the expiration of a period of thirty (30) days after the date of the filing of the award with the Secretary, the manager shall render management services to the member as long as the manager is entitled to receive compensation under the award.
- (24) The Secretary may, from time to time, make rules and regulations with reference to the form and number of copies in which claims and answers shall be ruled. The Secretary furthermore shall have the power to grant applications for additional time when the Secretary deems such requests proper.
- (25) The Secretary may enact additional, reasonable procedural rules from time to time.
- (26) Where not inconsistent herewith, the Commercial Arbitration rules of the American Arbitration Association ("AAA") shall apply.
- (27) In any arbitration, the Arbitrator shall have the broadest possible power permitted by law to frame their award to do substantial justice between or among the parties.
- (30) Except as otherwise specified herein, arbitrations shall not be public.
- (31) Whenever the Secretary disqualifies himself/herself in a particular matter, by reason of interest or otherwise, another person shall be appointed by the Union's General Counsel, or his designee, to serve in this capacity. Should SAG-AFTRA refuse to act on this appointment in a timely manner, the parties shall have the right to seek appointment of an arbitrator by the AAA.



Exhibit B: Manager Home Office Waiver:

Any manager wishing to be listed with SAG-AFTRA may request a home office waiver [pursuant to Section (iii) of the Preamble to the Personal Manager Code of Ethics and Conduct], provided the manager has a client list of fewer than thirty (30) performers, and agrees to the following terms and conditions:

You have requested a waiver from the home office requirement of the SAG-AFTRA Personal Manager Code of Ethics and Conduct, appended and incorporated hereto. You have asked that the following address: _____, be permitted to serve as a home office while you are listed with the Union. SAG-AFTRA has reviewed and approved your request provided that:

- 1) You agree that any business activities conducted on the premises shall be professionally handled in keeping with the high standards required of a manager listed with SAG-AFTRA.
- 2) You agree that at **no time will any performer be permitted to visit the home office for any reason.** Any auditions/interviews with potential clients/performers must be conducted at a location outside the home office which shall be subject to SAG-AFTRA's approval.
- 3) SAG-AFTRA agrees that personal managers who are subject to the home office waiver, may establish a drop box outside of their home offices where performers can drop off/pick up materials, so long as no such arrangement violates subsection (2) above. The drop box cannot be located inside the personal manager's premises.
- 4) The parties agree that personal managers with thirty (30) or more clients are not eligible for this home office waiver, although the Union pledges to remain flexible regarding the securement of commercially acceptable office spaces/office sharing arrangements, while remaining consistent with the letter and spirit of this Code.
- 5) You agree that any violation of the restrictions/prohibitions contained herein shall result in the immediate nullification of this waiver.
- 6) You agree that the SAG-AFTRA National Director/Sr. Counsel of Professional Representatives (or his/her designee) must be contemporaneously notified of any changed circumstances regarding this waiver.
- 7) You agree to notify all of your represented performers in writing of your decision to operate out of a home office and of the waiver requirements hereunder.
- 8) You agree to cooperate fully with SAG-AFTRA's National Professional Representatives Department (or its designee) to investigate any complaints lodged with SAG-AFTRA against you that may violate the requirements/prohibitions contained herein. The SAG-AFTRA Local office in which you are located shall be required to communicate all such complaints in a timely fashion to the National Office.
- 9) SAG-AFTRA reserves the right to conduct periodic site inspections of your premises at any time during normal business hours to ensure that you are complying with this agreement.
- 10) You agree to allow SAG-AFTRA timely access for such site inspections, upon written request/notification to do so.

Manager Name: _____

Manager Signature: _____

Management Company Name: _____

Date: _____