



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.
- (ix) is able to demonstrate that they have been in business for at least one year under current company name, or is otherwise able to demonstrate at least one year's worth of experience in the field of performer representation which is acceptable to SAG-AFTRA.

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](http://www.sagaftra.org). SAG-AFTRA will periodically update this list.<sup>1</sup> 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

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<sup>1</sup> 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.



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 Professional Representatives Committee ("PRC") (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 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.

Adherents to this Code are required to sign and date this document (*see* below). Once approved, the applicant will receive an approval of affiliation from the Union. All approvals of affiliation shall be temporary and conditional for a twelve (12) 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).

Manager Name: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

Management Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



## 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 interest<sup>2</sup> 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

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<sup>2</sup> 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.



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.
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. 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) via DocuSign using the Union's signing process and it will be automatically filed with the Union upon completion.



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):

Manager Name:

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

Manager Signature:

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Date:

Management Company Name:

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Date:

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

Member Name \_\_\_\_\_

Date:

SAG-AFTRA I.D. # \_\_\_\_\_

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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.

A. All disputes and controversies of every kind and nature whatsoever between an affiliated manager and an artist arising out of or in connection with SAG-AFTRA's Code of Ethics and Conduct (the "Code"), and all disputes and controversies of every kind and nature between SAG-AFTRA or an artist on the one hand and an affiliated manager on the other hand, regarding the meaning or interpretation of any provision of the Code, or the breach thereof, or their effective enforcement, shall be submitted to arbitration in accordance with the following procedure:

(1) SAG-AFTRA, the affiliated manager concerned, or the artist concerned, may demand such arbitration in writing before the American Arbitration Association (AAA). Within seven (7) days after such demand, the parties shall agree to name a single arbitrator to determine the dispute, or if such agreement is not reached, the AAA shall so appoint the arbitrator from a list of arbitrators available to it under its rules. .

(2) The hearing shall be held on two (2) weeks' notice and shall be concluded within three (3) business days unless otherwise ordered by the arbitrator. The award of the arbitrator shall be made within seven (7) days after the close of the submission of evidence. An award agreed to by the arbitrator so appointed shall be final and binding upon all parties to the proceeding, and judgment upon such award may be entered by any party in the highest court of the forum, state or federal, having jurisdiction.

B. SAG-AFTRA shall be considered an *ex officio* party to all arbitration proceedings hereunder in which any artist is involved, and may participate in the proceedings in any way in which an artist named in such proceeding may participate. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings, and copies of all motions, actions or proceedings in court following the award, shall be promptly filed with SAG-AFTRA; provided that SAG-AFTRA takes appropriate measures to assure that documents containing private, privileged, proprietary or otherwise confidential information be kept confidential.

C. All arbitrations hereunder, and all matters and procedure relating thereto, shall be governed by the then effective Labor Arbitration Rules of the AAA where not otherwise provided for herein.



D. Nothing herein shall be construed as precluding all of the real parties in interest from mutually agreeing in writing to arbitrate before another nationally recognized dispute resolution body or to have the procedures relating to the matter being arbitrated to be governed by procedural rules other than the Labor Arbitration Rules of the AAA.

E. Members of SAG-AFTRA are required to comply with awards made by the arbitration tribunal. Any willful or intentional failure or refusal of any member of SAG-AFTRA to comply with an award made by the arbitration tribunal may be deemed an action antagonistic to the interests or integrity of the Union, which may give rise to member discipline at SAG-AFTRA's discretion. Affiliated managers are required to comply with awards made by the arbitration tribunal. Any willful or intentional failure or refusal of any affiliated manager to comply with an award may give rise to disciplinary action pursuant to the terms and conditions of the Code, and at SAG-AFTRA's discretion.

F. 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. SAG-AFTRA shall bear no cost related to any arbitration filed pursuant to this Code.

G. Arbitration hearings shall be held in the locality at which both Claimant and Respondent are situated, whenever possible.

H. 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 SAG-AFTRA shall, at its discretion, select the place for the arbitration hearings.

I. The decision of the Arbitrator shall be final. All awards shall be in writing, and provided to all parties accordingly. 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.





### 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: \_\_\_\_\_