



June 25, 2020

## **CPAT Temporary COVID-19 Postponement & Cancellation Program**

These measures are in effect under the veil of COVID-19 to mitigate client expense due to COVID-19 related production loss. They are temporary measures which alter the current CPAT Terms & Conditions, in addition to the normal working practices of its CPAT members.

The following measures are agreed to by CPAT and its members as industry standard guidelines to support a fair and equitable working environment for all parties involved in the production while under the threat of COVID-19, and will be in effect when production insurance will not cover COVID-19 related Postponement and Cancellation.

These measures have been contemplated under the philosophy that no one single entity should profit unjustly from the misfortune of another and are designed to engage in a process that fosters transparency and open dialogue.

There are two areas contemplated in this Program:

1. ***Temporary COVID-19 Postponement and Cancellation Guidelines*** covering client-directed postponement or cancellation due to Covid-19 (not as a result of government decree).
2. ***Temporary COVID-19 Cancellation Guidelines due to COVID-19 related Government Decree*** covering cancellation due to Federal, Provincial, or Municipal restrictions.

This program is in effect with CPAT members while under the threat of COVID-19. Should it be determined that there is no longer a realistic threat of COVID-19 disrupting production CPAT members reserve the right to cancel any one or all of these temporary programs.

All terms herein shall be reviewed by CPAT and its crew reps on the first (1) of every month and may be subject to revisions.



## 1. **Temporary COVID-19 Postponement and Cancellation Guidelines**

*In the event of a production being impacted by COVID-19 related situations, the producer and the contracting client agree to do everything reasonably possible to ensure the project is completed as scheduled to the satisfaction of all parties under existing CPAT Terms & Conditions, and following current CPAT COVID-19 Health & Safety Guidelines, working under “the show must go on” philosophy. These instances and the costs related to such instances will be dealt with on a case-by-case basis. If, however, the production cannot be completed or is delayed Related to COVID-19 (“COVID-19 Related” to be defined as, but not limited to: individual COVID-19 related illness; or unforeseen commercial / industrial COVID-19 related impediment, as agreed by all parties acting reasonably), the following addendum to CPAT Postponement and Cancellation Terms & Conditions will apply.*

### **A. COVID-19 RELATED POSTPONEMENT:**

In the event of a client-directed production postponement Related to COVID-19, the existing CPAT Postponement Terms & Conditions shall be deleted and replaced by the following:

- i) COST LIABILITY FOR THE CONTRACTING CLIENT OF AN AWARDED PRODUCTION SHALL BE LIMITED TO:**
- All out-of-pocket costs\*.
  - Director and Producer fees: not less than 25% within fifteen (15) business days of first shoot date; not less than 50% within ten (10) business days of first shoot date (unless negotiated and agreed to prior to Award).
  - Twenty percent (20%) production fees and applicable insurance on above costs.

\*Out-of-pocket costs may include, but not be limited to **all production labour costs for days worked, and labour costs booked up to, but not beyond, ten (10) business days (counting forward) from the point of postponement** (unless existing outside the purview of CPAT Terms & Conditions).

Production is to provide the contracting client with a budget to shoot on the newly proposed shoot date(s), which does not include costs incurred for the postponement of the original scheduled shoot date(s). Production will be unable to provide an accurate postponement budget until newly proposed shoot date(s) are established. Best efforts will be made to provide new shoot date options within fifteen (15) business days from the original shoot date(s), however should a newly proposed shoot date(s) fall beyond thirty (30) business days from the original shoot date(s), or if the project is postponed a second time, the project will be deemed a Covid-19 Related Cancellation as defined in section 1 B below.



**B. COVID-19 RELATED CANCELLATION:**

In the event of a client-directed production cancellation Related to COVID-19, the existing CPAT Cancellation Terms & Conditions shall be deleted and replaced by the following:

**i) COST LIABILITY FOR THE CONTRACTING CLIENT OF AN AWARDED PRODUCTION SHALL BE LIMITED TO:**

- All out-of-pocket costs\*.
- Director and Producer fees: not less than 25% beyond ten (10) business days of first shoot date; not less than 50% within ten (10) business days of first shoot date; not less than 100% within forty-eight (48) hours of first shoot date (unless negotiated and agreed to prior to Award).
- Twenty percent (20%) production fees and applicable insurance on above costs.

\*Out-of-pocket costs may include, but not be limited to **all production labour costs for days worked, and labour costs booked up to, but not beyond, ten (10) business days (counting forward) from the point of cancellation** (unless deemed **essential to comprehensively wrap the production**, or existing outside the purview of CPAT Terms & Conditions).



## **2. Temporary COVID-19 Cancellation Guidelines due to COVID-19 related Government Decree**

### **A. COVID-19 RELATED CANCELLATION DUE TO GOVERNMENT DECREE:**

In the event of a mandated production cancellation or shutdown due to a COVID-19 related federal, provincial or municipal legislation, order in council, ordinance, or other applicable guideline or decree, which has the effect of limiting or prohibiting production in Ontario and / or Toronto (collectively a “**Decree**”), the existing CPAT Cancellation Terms & Conditions shall be deleted and replaced by the following:

- i). **COST LIABILITY FOR THE CONTRACTING CLIENT OF AN AWARDED PRODUCTION SHALL BE LIMITED TO:**
- All out-of-pocket costs\*.
  - A percentage of the Director and Producer fee reflective of “work done” up to, but not beyond, twenty-four (24) hours from the point of shutdown or cancellation (unless negotiated and agreed to prior to Award.
  - Twenty percent (20%) production fees and applicable insurance on above costs.

\*Out-of-pocket costs may include, but not be limited to, **all production labour costs for days worked, and labour costs booked up to but not beyond twenty-four (24) hours (counting forward) from the point of shutdown or cancellation** (unless deemed **essential to comprehensively wrap the production**, or existing outside the purview of CPAT Terms & Conditions).