

## **THOUSAND FACES Performer Bill of Rights**

### *1. Disclaimer:*

**1.1** This document is open to revision and updates. It is currently accurate as of 05/11/2020 until further notice. Upon any revision or update all prospective performers will be provided with an updated version.

**1.2** This document is not legally binding in any formal way. It is not the norm for documents of this kind to be compiled using professional legal advice, which is costly and often does not cover the nuances and details of making adult content, which we attempt to cover here. Nevertheless, UK employment law and all other law applies to all work by THOUSAND FACES and anyone hired by THOUSAND FACES. No-one shall ever be asked to do anything illegal.

**1.3** This is a 'good faith' agreement between PERFORMER and PRODUCER (THOUSAND FACES) to indicate what a performer should or should not expect when working with or for THOUSAND FACES. This agreement does not override further negotiation and agreements instigated by a performer in writing or in person before or during shooting, which can be instigated at any time.

**1.4** This document has not been compiled using professional legal advice. THOUSAND FACES commits to revising future versions of this document as often as is necessary whenever new information or potential practises and principles are discovered and/or decided upon - as well as at such a time that finances allow the purchase of professional legal advice - to improve ethical practises and performer welfare.

**1.5** THOUSAND FACES is a very small, independent company/project, run entirely by one person: adult performer, producer, and director MARCUS QUILLAN, as a sole trader. As such it is restricted financially in what it can do. The company/project does not yet break even or make a profit. Nevertheless, it commits to paying industry standard rates or above, and provide the best performer experience possible. As project/company size and finances increases, so will its commitment to and ability to provide these things. Details on industry standard rates and practises, such as they exist, can be found at UKAP.info, freespeechcoalition.com, and through other online resources.

### *2. Pre-shoot:*

**2.1** THOUSAND FACES commits to approaching performers in a polite and professional manner in order to propose hiring them or working together.

**2.2** Projects, ideas, and films will be outlined or pitched to performers with the request that feedback be offered, and performer input be included should the performer wish. Film content and on-set practises can be negotiated or revised at any time, including the use of condoms, barriers, toys, or aids. Similarly, co-performers can be suggested and discussed, and preferences in this regard changed any time.

**2.3** Logistics, content, crew, co-performers, and fees (including overtime) for a shoot will be detailed before confirmation of a booking, and performers are encouraged to negotiate these should they wish.

**2.4** THOUSAND FACES may require pre-shoot work by performers if the project requires, such as collaborative writing of scenes, suggestions regarding certain practises or personnel, voiceover work, rehearsal, preparation, wardrobe discussions, etc. Performers will be compensated for all work of this kind as part of their fee for the project or as a separate fee, to be negotiated if and as each piece of work arises.

**2.5** Performers may be offered different fees for different acts or types of shoot, or given options such as a part content-share part fee agreement, but different fees or agreements will never be offered to performers of different sexes, genders, races, or abilities, for the same acts or types of shoot. Different fees or agreements will never be offered for performing with co-performers of different sexes, genders, races, or abilities, for the same acts or types of shoot.

**2.6** Communication from THOUSAND FACES will be timely and particular to any points raised and questions asked by a performer. If a performer is approached for a shoot and lead to believe they may be booked for work, they will be told whether their booking is confirmed as soon as possible, and should their role be recast they will be told this as soon as possible.

**2.7** Once a performer's booking is confirmed for a shoot, they may be asked to provide a picture or copy of one or if possible two forms of picture ID, confirming that they are over the age of 18. They will be required to bring one or if possible two forms of ID to set in order for pictures to be taken of the IDs and of them holding the ID(s). They will be sent a model release and U.S. 2257 form to review, and sign in advance, or they may do this on set before shooting commences.

**2.8** All of the above information will be kept secure and private by THOUSAND FACES and will not be sent to or seen by any other person or organisation unless absolutely legally necessary and without notifying the performer(s) in question and asking their consent if possible. The one exception would be if they are happy for a co-performer to see their ID in advance of a shoot to confirm that sexual health information provided matches that of the ID i.e. if for the same person. This will be required on set before a shoot commences, at the latest.

**2.9** Whenever a shoot requires sexual contact, performers are required to undertake sexual health tests within ideally the two weeks preceding the date of the shoot, and on the rare occasion that this is not possible then within at most 30 days before the date of the shoot, as recommended by Dean Street NHS Sexual Health Clinic in London. Different standards operate across the adult industry regarding testing, and performers will be encouraged to state the standards they are most comfortable with and specific tests they require from co-performers if necessary. The most common standard, and minimum required by THOUSAND FACES, includes tests for HIV 1 & 2, Syphilis, Hepatitis B, Hepatitis C, Chlamydia, and Gonorrhoea, in the genitals, throat, and/or anus as applicable to planned acts of the upcoming film(s). Advice regarding clinics and testing procedures will be offered and THOUSAND FACES will contribute towards costs that may be incurred should free testing not be available. In circumstances in which those performing together have a pre-existing relationship with pre-existing negotiated dynamics that include sexual health, and this can be verified, then sexual health tests will still be encouraged but may not be required.

### **3. On Set:**

**1.1** All efforts will be made by THOUSAND FACES so that a performer will not be required on set for more than the amount of time stated in pre-shoot communications. If it becomes necessary to ask

for this, a performer is under no obligation to do so, but if they decide that they would like to then overtime will be paid at the rate negotiated pre-shoot.

**1.2** Time will be given for performers to settle in at the beginning of a shoot, and space given to have privacy and keep personal belongings. Breaks will be scheduled including food and drink breaks. Performers will be free and encouraged to ask for breaks when needed. Food and drink will be provided according to performer's dietary preferences and needs.

**1.3** Time will be given for performers to prepare for takes and scenes, and they will be asked what they need in all regards before every instance of performance. Discussions had pre-shoot will be repeated and confirmed regarding acts, content, boundaries, etc. and can be renegotiated at any time,

**1.4** During performance, performers will be free and encouraged to communicate at all times in whatever ways they feel necessary, with co-performers as well as crew, and to call 'cut', halt, or pause proceedings at any time in any way.

**1.5** If 'behind the scenes' content is to be shot specifically, this will be asked of performers and negotiated in advance, and they will be under no obligation to perform for or partake in it's shooting beyond what they are comfortable with.

#### *4. Post-shoot:*

**1.1** Performers will be paid either on the day of the shoot or within 2 weeks following the shoot, as promptly as possible, via their preferred payment method. Tax and/or VAT will not be deducted, as they are hired as self-employed, independent contractors / sole traders. pause proceedings at any time in any way.

**1.2** Performers will be informed in advance when a film is to be released and given a chance to view the film beforehand. Should they have any issues with their depiction in or opinion of the film, they are encouraged to discuss them and THOUSAND FACES will work to change or resolve these issues whether through final editing, marketing, or presentation of the film as is most appropriate.

**1.3** Performers are entitled to be mentioned in marketing materials by their stage / performer name only, and their preferred pronouns only, or not mentioned at all if they wish. They are also entitled to be mentioned without tags, hashtags, or search terms, if they wish, and be described only by words they are comfortable with. They will be encouraged to inform THOUSAND FACES of any words they would like to be avoided, or those that they prefer, and this can be changed or added to at any time. They are also encouraged to discuss any issues they may have with marketing materials such as pictures, clips, trailers, or gifs that may be used, and THOUSAND FACES will work to change or resolve these issues whether through final editing, marketing, or presentation of the film as is most appropriate.

**1.4** Should further work be required post-shoot, such as pickups, voiceover, still photographs etc. then this will be negotiated pre-shoot if possible, and if not then additional fees will be paid if a performer opts to carry out the work, which they are under no obligation to do if it was not negotiated pre-shoot.

**1.5** THOUSAND FACES films will be sold primarily through thousandfacesfilms.com on a subscription basis. If they are sold individually, it will be streaming only to reduce piracy. Some films may be licensed to other companies to stream or download on other websites, but only if that company

agrees to the above rights regarding stage names, tags, descriptions, and marketing etc. and that company has a piracy policy in place to reduce piracy and track pirated content through digital watermarking etc.

***Signed:***

*Performer print name:*

*Performer sign:*

*Date:*

*Producer print name:*

*Producer sign:*

*Date:*