



## General Member Application

### Membership Information

Thank you for your interest in becoming a member of the AICP (Association of Independent Commercial Producers). Please fill out the attached application forms and send them along with your dues payment to *David Stewart at National Headquarters: 3 West 18<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, NY 10011*) If you require any additional information or have any questions regarding the application process please feel free to contact your local AICP chapter or the National Headquarters office at (212) 929-3000.

### Criteria for Membership

**Criteria for General Membership:** Any firm or corporation regularly engaged in the physical and/or digital production of commercials as an independent producer who as part of such production employs employees for their commercial production services shall be eligible to be elected a General Member by the Board upon delivery to the Corporation of an application for membership.

“Independent Commercial Producer” means any proprietorship, partnership, firm or corporation engaged in the physical and/or digital production of commercials as an independent producer who, as part of such production, employs employees for their commercial production services and is neither wholly or partly owned or operated by an advertising agency or an advertiser nor has on its staff an employee of an advertising agency or advertiser.

As used in the above bylaws provision, the term “advertising agency or advertiser” includes any entity that owns or holds, directly or indirectly, any interest in an advertising agency or advertiser. If the applicant is owned to any degree, directly or indirectly, by an advertising agency or advertiser, as further defined in the preceding sentence, the applicant is not considered an independent commercial producer and is not eligible for membership in AICP.

An applicant for membership otherwise eligible for membership under this Subsection shall not be considered to be ineligible solely because the applicant (i) owns or controls a business that provides advertising content to the applicant and to others, (ii) accepts production service subcontracts from others, (iii) engages in non-traditional commercial or other media productions, or (iv) provides creative content for its productions.

**Criteria for Associate Membership:** Any person, firm or corporation regularly engaged in the business of providing services or supplies to the commercial production industry shall be eligible to be elected an Associate Member by the Board upon delivery to the corporation of an application for associate membership.

“Associate Member” (or “Associates”) means a proprietorship, firm, or corporation that (a) supplies goods or services to General Members (herein “Suppliers”); (b) supports the goals, missions and objectives of the Association; (c) is approved for membership by the Board of Directors (or its delegated committee or officer) in its sole judgment; (d) is eligible for Associate Membership in the Association and membership in a Region where situated. Associates shall have such rights and benefits and privileged as specified in these Bylaws and, as determined by the Board of Directors, from time to time. A Supplier that qualifies for membership as a General Member may not elect to join the Association as an Associate Member.

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Your membership in the AICP entitles you to notices and other communications which the AICP may decide to distribute from time to time to members in general or to your company specifically. By accepting membership in the AICP, you authorize it to communicate with your company via mail, fax, email, telephone, text messaging or any combination thereof and such other mode(s) as the AICP determines.

## AICP Chapters

Below is a list of the seven regional AICP chapters, their contacts, and the states that fall into each chapter.

These names are for future contact information; however, no matter where you are located, you should submit your application to our New York office.

**AICP/East**, 3 West 18th Street, 5<sup>th</sup> Floor, New York, NY 10011  
Contact: David Stewart, Membership Manager, (212) 929-3000  
*Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Washington D.C.*

**AICP/Florida**, c/o Shoot Collective, 1920 North Miami Avenue, Miami, FL 33136  
Contact: Michael Savitz, Chapter President, (305) 438-9766  
*Florida*

**AICP/Midwest**, Tessa Films, 106 N. Aberdeen  
Chicago, IL 60607  
Contact: Lisa Masseur, Chapter President, (312) 757-4389  
*Illinois, Indiana, Iowa, Kansas, Michigan, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin*

**AICP/Minnesota**, c/o Drive Thru Editorial, 510 1st Avenue North, Suite 800,  
Minneapolis, MN 55403  
Contact: Bob George, Chapter President, (612) 338-4656  
*Minnesota*

**AICP/Southeast**, c/o BARK-BARK, 730 Peachtree Street NE, Suite 600  
Atlanta, GA 30308  
Contact: Tabitha Mason-Elliott, Chapter President, (404) 551-4505  
*Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, West Virginia*

**AICP/Southwest**, c/o Threaded Pictures, 2626 Cole Avenue, Suite 150  
Dallas, TX 75204  
Contact: Brian Hwang, Chapter President, (214) 954-1998  
*Arkansas, Louisiana, New Mexico, Oklahoma, Texas*

**AICP/West**, c/o Raleigh Studios, 650 N. Bronson Ave., Suite 223B, Hollywood, CA 90004  
Contact: David Stewart, Manager of Membership Information & Systems, (212) 929-3000  
*Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming*

## General Membership Dues

Membership dues for each year are based on the member company's **aggregate** gross billings from the commercial production industry (including post production), and including non-traditional productions, of parent, subsidiaries, and affiliate companies **combined**, in the previous calendar year.

If your company works in other media (i.e. television, features, music videos) the income should be calculated from commercial work only (including post), and including non-traditional commercial work. *All dues are paid the first week in January of each calendar year.* Dues are billed annually. Companies joining after the beginning of the calendar year will have their dues pro-rated on a quarterly basis.

## Dues Breakdown

To determine your dues level, *you must go to the following link on the web:*

<http://www.aicp.com/dues>

There, you will enter your information and print out your invoice. **You must print out this invoice, and return it with your check, along with this application.**

Be sure to check the box that says “check if new member.”

# General Membership Application

## Company Information

Company Name

Company Type

Street Address

City

State

Zip

Telephone

Telefax

email

Website

Facebook page (if applicable)

Twitter account (if applicable)

## Personnel Structure

Please check one person to be your company's primary representative to the AICP.

\_\_\_\_\_  
President/Owner

\_\_\_\_\_  
CFO/Controller

\_\_\_\_\_  
Executive Producer

\_\_\_\_\_  
Executive Producer

\_\_\_\_\_  
Production Manager

\_\_\_\_\_  
Sales Representative

## Ownership Structure

Is the Company named above the parent company?

Yes

No

If No, please name the parent company and address:

\_\_\_\_\_  
\_\_\_\_\_

What is the corporate ownership of that parent company, and address?:

\_\_\_\_\_  
\_\_\_\_\_

What other entities are owned by the parent or holding company?

\_\_\_\_\_  
\_\_\_\_\_

Is there ANY common ownership, direct or indirect, between the company applying for membership and either an advertising agency or an advertiser?

Yes

No

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information, if applicable. Should you have more than one affiliate division or location please provide information on a separate sheet of paper.

**Affiliate Division/Location(s)**

Company Name:	President:
Address:	Executive Producer:
	Office Head & title:
Telephone:	Production Manager:
Telefax:	Sales Rep(s):
email:	

**Representing:**

*(check if title is Director)*

Director or Other Title:

Name: *(in alphabetical order)*

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

Please check all areas of practice that apply:

- Animation
- Experiential
- Interactive Media/Web Development\_\_\_\_
- Live Action
- Mobile Apps
- Motion Graphics/Design
- Social
- Talent Representation/Management
- Virtual Reality
- Visual Effects
- Other (Please explain):

## Business History/References

Please list three of the most recent projects produced by your company:

Agency/Client

Product

Agency/Client

Product

Agency/Client

Product

Please reference two vendors you do business with on a regular basis:

Company Name

Company Name

Address

Address

Phone

Phone

Fax

Fax

## Labor and Guild Contracts

Is your company signatory to any existing labor or guild agreements? Please describe.

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## I have received and reviewed the membership eligibility section of the AICP bylaws (pp. 9-11)

Yes

If accepted into membership the applicant agrees to be bound by the AICP bylaws throughout the term of membership in the AICP.

**I affirm that the information provided in this application is complete and accurate.**

**(Must be signed by an officer of the Applicant)**

Signature

Print Name

Title

Date

## Re-instatement of membership

General members who allow their dues payments to lapse and then re-join shall incur the following re-instatement penalty in addition to that year's dues:

General Members: \$2,250 or amount they would have paid in dues had they remained members, whichever is greater.

The applicant agrees that it will abide by the Commercial Filmmakers' Code of Professional Responsibility.

## COMMERCIAL FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

To the Public: We are pleased to be filming in this location and appreciate your cooperation. If you find this production company is not adhering to this Code, please call \_\_\_\_\_ at \_\_\_\_\_

To our Company: You are guests and should treat this location, as well as the public, with courtesy. This notice has been attached to the filming notification which was distributed to this neighborhood.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or resident who is directly affected by the company (this includes parking, traveling shots, base camps, meal areas, etc.)
2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit. They should park one by one, turning off engines as soon as possible.

Cast and crew shall observe designated parking areas only. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction, or the driveway owner.

10. Do not trespass onto neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
10. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Use company-supplied receptacles for the disposal of all napkins, plates and coffee cups that are used in the course of the working day.

All catering, craft service, construction, strike and personal trash must be removed from location.

6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or the property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also, remember to remove all signs posted to direct the company to the location.
8. Every member of the cast and crew shall keep noise levels as low as possible.
9. Observe designated smoking areas and always extinguish cigarettes in butt cans.
10. Crew members shall not display signs, posters or pictures on or in vehicles that do not reflect common sense or good taste (i.e., pin-up posters...) Cast and crew will refrain from the use of lewd or improper language.

\_\_\_\_\_. Appreciates your cooperation and assistance in upholding the Filmmaker's Code of Professional Responsibility.



**(Not necessary to return these 3 pages with your application, but you must check the box on page 7 that you have read them.)**

**Membership Eligibility**

SECTION 1. Definitions.

A. “Member” means a General Member or Associate Member.

B. “Producer” means Independent Commercial Producer.

C. “Independent Commercial Producer” means any proprietorship, partnership, firm or corporation engaged in the physical and/or digital production of commercials as an independent producer who, as part of such production, employs employees for their commercial production services and is neither wholly or partly owned or operated by an advertising agency or an advertiser nor has on its staff an employee of an advertising agency or advertiser. An applicant for membership otherwise eligible for membership under this Subsection shall not be considered to be ineligible solely because the applicant (i) owns or controls a business that provides advertising content to the applicant and to others, (ii) accepts production service subcontracts from others, (iii) engages in non-traditional commercial or other media productions, or (iv) provides creative content for its productions.

D. “General Member” means a Producer member in good standing with the Association and concurrently with a Region, who is entitled to those rights, benefits and privileges of membership in the Association as may be specified in these Bylaws and as determined by the Board of Directors from time to time.

E. “Honorary Member” means a board of trade, Chamber of Commerce, community or governmental agency, private organization or individual who has, in the opinion of the Board of Directors, improved and enhanced relations between the Commercial Industry and/or government and the community or has generally advanced the interests of the Association.

If any member of the Board of Directors wishes to bestow an honorary membership upon a person or entity, the name of the person or entity shall be submitted to the Board of Directors not less than 30 days prior to the next scheduled Board of Directors meeting, along with a supporting statement setting forth the reasons why the person or entity is worthy of honorary

membership. Upon the approval of a majority of the Board of Directors, honorary membership shall be bestowed upon the person or entity and such name shall be carried in the rolls of the Association.

Honorary membership may be removed under the same procedure.

F. “Associate Member” (or “Associates”) means a proprietorship, firm, or corporation that (a) supplies goods or services to General Members (herein “Suppliers”); (b) supports the goals, missions and objectives of the Association; (c) is approved for membership by the Board of Directors (or its delegated committee or officer) in its sole judgment; (d) is eligible for Associate Membership in the Association and membership in a Region where situated. Associates shall have such rights and benefits and privileged as specified in these Bylaws and, as determined by the Board of Directors, from time to time. A Supplier that qualifies for membership as a General Member may not elect to join the Association as an Associate Member.

SECTION 2. Membership in the Association.

A. Membership in the Association shall be open to Producers and Suppliers, who may become General Members and Associates respectively and as General and Associate Members have concurrent membership in a Region.

B. Following review and approval of the applicant by the Membership Committee, the Board of Directors or the Executive Committee may in its sole discretion admit to General Membership, effective retroactive to a prior date, a Producer or Supplier that on such date became and continues to be eligible for General or Associate Membership, upon such terms, limitations and conditions as the Board of Directors or the Executive Committee determines and conditional upon tender of two times the annual membership dues applicable to the applicant for each year after the effective date by the applicant through the current month of the application, with regular annual membership dues applicable thereafter.

Article XII Section 2 (2)

“(2) Collective Bargaining Groups and the Labor Committee:

(a) Collective Bargaining Groups. Article II (“Purposes, Mission and Objectives”)

Section 1(3) of these Bylaws, provides as one of the purposes for which the Association has been organized, .....“to promote and maintain a high standard of labor relations with the various crafts engaged in the industry and to represent the interests of Producers in collective bargaining with labor union.” For avoidance of any doubt, no Member of the Association is required by solely by virtue of Membership in the Association to become a party to any collective bargaining or other agreement with any labor union, Guild or labor organization with whom the Association deals. In organizing bargaining groups and committees of Members to conduct collective bargaining on behalf of, or for the convenience of, Members who elect to participate therein, the Association will only include and represent Members who are bona fide Producers that exercise operational control with respect to commercial production. For purposes of the foregoing, “operational control” is indicated by the following non-exclusive factors (i) the Producer is the “common law” employer of the employees covered by collective bargaining (which may include employees who work through “loan-out” companies); the Producer has agreements with stages and/or locations where production is scheduled, and (iii) the Producer establishes and controls the budget of the production. The determination of the Board of Directors of the Association, in its sole judgement, upon the recommendation of the Labor Committee whether a Member is a bona fide Producer under the preceding rule, shall be final and binding on the Member.

SECTION 3. Membership Renewal.

Membership shall be on an annual calendar year basis and shall be automatically renewed from year to year unless terminated according to these Bylaws.