

By the Committee on Regulated Industries; and Senator Baker

580-1782-05

1                                   A bill to be entitled  
2           An act relating to talent agencies and  
3           advance-fee talent services; repealing part VII  
4           of ch. 468, F.S., relating to the regulation of  
5           talent agencies; providing definitions;  
6           requiring each talent agency and advance-fee  
7           talent service to obtain a surety bond for a  
8           specified amount; requiring each talent agency  
9           and advance-fee talent service to give each  
10          artist a copy of the bond; providing criminal  
11          penalties for failing to comply with the  
12          bonding requirements; requiring each talent  
13          agency and advance-fee talent service to  
14          maintain a permanent office during certain  
15          specified hours; directing that certain  
16          records, with specified information in them, be  
17          kept for each artist; requiring that records be  
18          maintained for a specified period; directing  
19          that all records of a talent agency and  
20          advance-fee talent service be open to the  
21          inspection of a state attorney; requiring that  
22          the talent agency or advance-fee talent service  
23          give the state attorney a copy of the records  
24          when so requested; providing criminal penalties  
25          if the talent agency or advance-fee talent  
26          service fails or refuses to disclose  
27          information to a state attorney; providing  
28          criminal penalties for failing to comply with  
29          the requirements pertaining to records;  
30          directing a talent agency or advance-fee talent  
31          service to post an itemized schedule of maximum

1 fees, charges, or commissions that it intends  
2 to charge and collect for its services;  
3 providing for the location for posting of the  
4 schedule; providing criminal penalties for  
5 failing to post the fee schedule; requiring  
6 that an artist and a talent agency or  
7 advance-fee talent service enter into a written  
8 contract when such entity agrees to perform  
9 services for the artist; providing an exception  
10 under specified circumstances; providing for  
11 the content of the written contract; requiring  
12 that a talent agency or advance-fee talent  
13 service provide each artist with a copy of the  
14 contract; requiring any person who holds  
15 himself or herself out as an employee or agent  
16 of a talent agency or advance-fee talent  
17 service to meet level 1 screening requirements;  
18 directing that a talent agency or advance-fee  
19 talent service provide each artist with a copy  
20 of the level 1 screening; requiring that the  
21 screening be completed within a specified  
22 period; directing that all money collected by a  
23 talent agency from an employer or buyer be paid  
24 to the artist within a specified period;  
25 providing that a contract is voidable under  
26 certain circumstances; permitting an artist to  
27 cancel a contract by giving written notice of  
28 the cancellation to the talent agency or  
29 advance-fee talent service within a specified  
30 period; prohibiting an artist from waiving the  
31 right to cancel a contract; providing the way

1 in which a talent agency or advance-fee talent  
2 service must refund money to an artist;  
3 providing criminal penalties for violating  
4 provisions relating to contracting; specifying  
5 certain prohibited acts by a talent agency or  
6 advance-fee talent service; providing criminal  
7 penalties for failure to comply; providing for  
8 certain specified civil remedies for violations  
9 of the act; removing the authority of the  
10 Department of Business and Professional  
11 Regulation to regulate talent agencies;  
12 providing for the use of certain funds after  
13 the effective date of the act; requiring the  
14 department to rebate talent agency license  
15 fees; authorizing the department to continue to  
16 prosecute any legal proceedings and related  
17 administrative cases that are pending on the  
18 effective date of the act; providing an  
19 effective date.  
20

21 Be It Enacted by the Legislature of the State of Florida:

22  
23 Section 1. Part VII of chapter 468, Florida Statutes,  
24 consisting of sections 468.401, 468.402, 468.403, 468.404,  
25 468.405, 468.406, 468.407, 468.408, 468.409, 468.410, 468.411,  
26 468.412, 468.413, 468.414, and 468.415, is repealed.

27 Section 2. Definitions.--As used in sections 2 through  
28 7 of this act, the term:

29 (1) "Advance-fee talent service" means a service  
30 practiced by a person or business entity, or the person's or  
31 business entity's employees or authorized agents, which

1 charges, attempts to charge, or receives an advance fee from  
2 an artist for the purpose of promoting, but not procuring, the  
3 employment or engagement of the artist. Promoting the  
4 employment or engagement of an artist includes, but is not  
5 limited to, the following activities:

6 (a) Promoting or advertising an artist to a casting  
7 director, talent agency, talent manager, or any other person  
8 represented to be in a position to offer assistance in  
9 procuring engagements or employment for the artist.

10 (b) Promoting or advertising an artist by using the  
11 Internet, trade publications, or other media.

12 (c) Registering or listing an artist for employment in  
13 the entertainment industry or as a customer of the advance-fee  
14 talent service.

15 (d) Managing, directing, developing, or advancing the  
16 artist's career.

17 (e) Preparing the artist for employment through career  
18 counseling or consulting, vocational guidance, aptitude  
19 testing, or evaluation.

20 (2) "Advance fee" means a fee that is due from or paid  
21 by an artist before the artist obtains employment as an artist  
22 or before the artist receives earnings as an artist. An  
23 advance fee also includes money paid by the artist which  
24 exceeds the earnings received by the artist.

25 (a) An advance fee does not include reimbursement for  
26 out-of-pocket costs actually incurred by an advance-fee talent  
27 service on behalf of the artist when paying for services  
28 rendered or goods provided to the artist by an independent  
29 third party if all of the following conditions are met:

30 1. The advance-fee talent service does not have a  
31 direct or an indirect financial interest in the third party.

1           2. The advance-fee talent service does not accept a  
2 referral fee or other consideration from the third party.

3           3. The services rendered or goods provided for the  
4 out-of-pocket costs are not represented to be, and are not, a  
5 condition for the advance-fee talent service to register or  
6 list the artist with the advance-fee talent service.

7           4. The advance-fee talent service maintains adequate  
8 records documenting that any amount to be reimbursed to the  
9 advance-fee talent service was actually advanced or owed to a  
10 third party, that the third party is not a person in which the  
11 advance-fee talent service has a direct or indirect financial  
12 interest, and that the advance-fee talent service did not  
13 receive any consideration for referring the artist.

14           (b) The burden of producing evidence to support a  
15 defense based upon an exemption or an exception provided in  
16 paragraph (a) is on the advance-fee talent service claiming  
17 the exemption or exception.

18           (3) "Artist" means a person who seeks to become or is  
19 an actor, actress, director, writer, cinematographer,  
20 composer, lyricist, arranger, model, extra, or other person  
21 rendering professional services on the legitimate stage or in  
22 the production of motion pictures, radio productions,  
23 musicals, television productions, print advertisements, or  
24 other entertainment enterprises.

25           (4) "Buyer" or "employer" means a person, company,  
26 partnership, corporation, or other business entity that uses  
27 the services of a talent agency or advance-fee talent service.

28           (5) "Compensation" means any one or more of the  
29 following:

30           (a) Money or other valuable consideration paid or  
31 promised to be paid for services rendered by an individual

1 conducting the business of a talent agency or an advance-fee  
2 talent service;

3 (b) Money received by a person in excess of that which  
4 has been paid by the person for transportation, transfer of  
5 baggage, or board and lodging for an applicant for employment;  
6 or

7 (c) The difference between the amount of money  
8 received by a person who furnishes employees, performers, or  
9 entertainers for circus, vaudeville, theatrical, or other  
10 entertainments, exhibitions, engagements, or performances and  
11 the amount paid by the person to an employee, performer, or  
12 entertainer.

13 (6) "Divided fee" means the process by which, without  
14 written contractual approval of the artist, any two or more  
15 persons receive compensation for performing services for an  
16 artist and the total compensation paid to these persons  
17 exceeds the compensation that would have been paid to only one  
18 person acting on behalf of the artist.

19 (7) "Engagement" means any employment or placement of  
20 an artist during which the artist performs in his or her  
21 artistic capacity. The term does not apply to procuring opera,  
22 music, theater, or dance engagements for any nonprofit  
23 organization defined in s. 501(c)(3) of the Internal Revenue  
24 Code or any nonprofit arts organization in this state which  
25 has received a grant from the Division of Cultural Affairs of  
26 the Department of State or has participated in the state  
27 touring program of the Division of Cultural Affairs.

28 (8) "Operator" means the person who is or who will be  
29 in actual charge of a talent agency or an advance-fee talent  
30 service.

31

1           (9) "Owner" means a partner in a partnership, member  
2 of a firm, or one or more principal officers of a corporation  
3 whose partnership, firm, or corporation owns a talent agency  
4 or an advance-fee talent service, or an individual who is the  
5 sole owner of a talent agency or an advance-fee talent  
6 service.

7           (10) "Talent agency" or "agency" means a business  
8 entity or person who, for compensation, engages in the  
9 occupation or business of procuring or attempting to procure  
10 engagements for an artist and includes the agency's employees  
11 and authorized agents.

12           Section 3. Bond required.--

13           (1) Each talent agency or advance-fee talent service  
14 shall obtain a bond in the form of a surety by a reputable  
15 company engaged in the bonding business which is authorized to  
16 do business in this state. The bond must be for the penal sum  
17 of not less than \$10,000 and be conditioned on the talent  
18 agency or advance-fee talent service conforming to and not  
19 violating any duty, term, condition, provision, or requirement  
20 of this act.

21           (2) A talent agency or advance-fee talent service must  
22 provide the artist with a copy of the bond.

23           (3) If a person fails to obtain or maintain a bond  
24 according to this section, the person commits a misdemeanor of  
25 the second degree, punishable as provided in section 775.082  
26 or section 775.083, Florida Statutes.

27           Section 4. Office and records.--

28           (1) A talent agency or advance-fee talent service must  
29 maintain a permanent office and must maintain regular  
30 operating hours at that office. The office shall not be  
31 located on or within any property where intoxicating liquor is

1 sold, where gambling is permitted, or where acts of  
2 prostitution are committed.

3       (2) A talent agency or advance-fee talent service must  
4 keep on file the application, registration, and fully executed  
5 contract of each artist that the talent agency or advance-fee  
6 talent service represents. The artist file of a talent agency  
7 must also include the total amount of compensation received by  
8 the artist, the amount of compensation received by the artist  
9 for each performance, and documentation of all attempts made  
10 by the talent agency to procure engagements for the artist.  
11 The artist file of an advance-fee talent service must also  
12 include documentation of all attempts to promote or advertise  
13 the artist.

14       (3) A talent agency or advance-fee talent service  
15 shall not knowingly make a false entry in an applicant's file  
16 or receipt file.

17       (4) Each document in the file must be preserved for a  
18 period of not less than 5 years after the date of the last  
19 entry entered into the file.

20       (5)(a) All books, records, and other papers kept under  
21 this act by a talent agency or advance-fee talent service must  
22 be open to the inspection of a state attorney, or the state  
23 attorney's authorized agent, at any reasonable hour. The  
24 talent agency or advance-fee talent service must give the  
25 state attorney a true copy of the books, records, and papers,  
26 or any portion thereof, when so requested.

27       (b) A person may not refuse to disclose any  
28 information within his or her knowledge as required by this  
29 subsection, or fail or refuse to produce any document, book,  
30 or record for inspection which is in his or her possession, to  
31 a state attorney or the state attorney's authorized agent.



1        (c) If a person fails or refuses to disclose  
2 information to a state attorney as required by this  
3 subsection, the person commits a misdemeanor of the second  
4 degree, punishable as provided in section 775.082 or section  
5 775.083, Florida Statutes.

6        (6) A talent agency must maintain records that contain  
7 all of the following information or documents:

8            (a) The name and current address of each artist  
9 employing the talent agency.

10           (b) The amount of commissions the talent agency has  
11 received from each artist.

12           (c) A record sheet for each engagement obtained by the  
13 talent agency. The record sheet is the only record required to  
14 show engagements. The record sheet must be kept in the  
15 artist's file for a period of not less than 5 years after the  
16 date of the last record sheet that was posted in the artist's  
17 file.

18           (d) The engagement the artist was performing in at the  
19 time the artist was retained by the talent agency. The  
20 documents must include the amount of compensation received by  
21 the artist from this engagement.

22           (e) The engagements the talent agency procured for the  
23 artist after the artist and talent agency entered into a  
24 contract. The documents must include the amount of  
25 compensation received by the artist from the engagements  
26 obtained for the artist during the life of the contract.

27        (7) An advance-fee talent service must maintain  
28 records that contain all of the following information or  
29 documents:

30           (a) The name and current address of each artist  
31 employing the advance-fee talent service.

1           (b) The amount of the advance fees paid by or for the  
2 artist during the term of the contract with the advance-fee  
3 talent service.

4           (c) A record of all efforts made in promoting the  
5 artist. A record of each effort to promote the artist must be  
6 maintained in the artist's file for a period of not less than  
7 5 years after the effort to promote the artist was made.

8           (8)(a) If a person fails to maintain a permanent  
9 office and keep regular hours at that office, fails to  
10 maintain records and files as required by this section, or  
11 knowingly makes false entries in an artist's files, the person  
12 commits a misdemeanor of the second degree, punishable as  
13 provided in section 775.082 or section 775.083, Florida  
14 Statutes.

15           (b) If a person establishes or keeps an office where  
16 intoxicating liquor is sold, where gambling is permitted, or  
17 where acts of prostitution are committed, the person commits a  
18 felony of the second degree, punishable as provided in section  
19 775.082, section 775.083, or section 775.084, Florida  
20 Statutes.

21           Section 5. Contracts and fees.--

22           (1)(a) A talent agency or advance-fee talent service  
23 shall post an itemized schedule of maximum fees, charges, or  
24 commissions that it intends to charge and collect for its  
25 services. The schedule must be posted in a conspicuous place  
26 in each place of business. The schedule must be printed in not  
27 less than 30-point boldfaced type.

28           (b) A talent agency that uses a written contract  
29 containing a schedule of its maximum fees, charges, and  
30 commissions is not required to post the schedule.

31

1        (c) If a person fails to post in a conspicuous place a  
2 schedule of the itemized fees, charges, and commissions, if  
3 required, the person commits a misdemeanor of the second  
4 degree, punishable as provided in section 775.082 or section  
5 775.083, Florida Statutes.

6        (2) An artist and a talent agency or advance-fee  
7 talent service must enter into a written contract when the  
8 parties agree that a talent agency or advance-fee talent  
9 service shall perform services for the artist. If the  
10 circumstances of the arrangement between the artist and the  
11 talent agency or advance-fee talent service prevent the  
12 execution of a contract before the artist performs, the artist  
13 and the talent agency or advance-fee talent service must  
14 execute the contract no later than 7 days after the first  
15 performance.

16        (3) The contract must incorporate the full agreement  
17 between the artist and the talent agency or advance-fee talent  
18 service, be contained in a single document, and include the  
19 elements set forth in this section.

20        (4) Each contract between an artist and an advance-fee  
21 talent service must contain all of the following provisions:

22            (a) A description of the specific services to be  
23 performed by the advance-fee talent service, the duration of  
24 the contract, and the refund provisions if the services are  
25 not provided according to the contract.

26            (b) A statement of the fees that the advance-fee  
27 talent service will charge to or collect from the artist  
28 receiving the services and the date or dates when the artist  
29 must pay the fees.

30            (c) The following statement, in type no smaller than  
31 10-point boldfaced type and in close proximity to the artist's

1 signature, must be included in each advance-fee talent service  
2 contract:

3  
4 RIGHT TO REFUND

5  
6 If you pay in advance all or any portion of a  
7 fee charged to you by (name of advance-fee  
8 talent service) and you fail to receive the  
9 services promised to you or that you were led  
10 to believe would be performed, (name of  
11 advance-fee talent service) shall, upon your  
12 request, return the full amount paid by you  
13 within 48 hours after your request for a  
14 refund. If the refund is not made within 48  
15 hours, (name of advance-fee talent service)  
16 shall also pay to you, in addition to the  
17 refund due to you, a sum equal to the amount of  
18 the refund.

19  
20 YOUR RIGHT TO CANCEL

21 (enter date of transaction)

22  
23 You may cancel this contract for advance-fee  
24 talent services without any penalty or  
25 obligation if you give notice of the  
26 cancellation, in writing, no later than 14 days  
27 after the date of the transaction stated above.  
28 If you wish to cancel the contract, you must  
29 mail or deliver a signed and dated copy of the  
30 following cancellation notice, another written  
31 document notifying the advance-fee talent

1 service that you intend to cancel the contract,  
2 or send a telegram, fax, or e-mail notifying  
3 the advance-fee talent service that you intend  
4 to cancel the contract, to (name of advance-fee  
5 talent service) at (address of its place of  
6 business) NOT LATER THAN MIDNIGHT AFTER (enter  
7 the date).

8  
9 ONLY A TALENT AGENCY MAY ENGAGE IN THE  
10 OCCUPATION OF PROCURING, OFFERING, PROMISING,  
11 OR ATTEMPTING TO PROCURE EMPLOYMENT OR  
12 ENGAGEMENTS FOR AN ARTIST.

13  
14 CANCELLATION NOTICE

15  
16 I hereby cancel this contract.

17  
18 Dated:  
19  
20 \_\_\_\_\_

21 Artist Signature.

22  
23 (5) A talent agency or advance-fee talent service must  
24 give each artist a copy of the signed or authenticated  
25 contract listing the services to be provided and the fees,  
26 charges, or commissions to be charged at the time the contract  
27 is signed.

28 (6) A talent agency or advance-fee talent service must  
29 give each artist a copy of this act at the time the contract  
30 is signed.  
31

1       (7)(a) Pursuant to chapter 435, Florida Statutes, any  
2 person who holds himself or herself out as an employee or  
3 agent of a talent agency or advance-fee talent service must  
4 meet level 1 screening requirements as described in section  
5 435.03, Florida Statutes.

6       (b) Each talent agency and advance-fee talent service  
7 must give the artist a copy of the level 1 screening for each  
8 owner and operator of the talent agency or advance-fee talent  
9 service before executing a contract with an artist. The level  
10 1 screening must have been completed within the previous 12  
11 months.

12       (8)(a) All money collected by a talent agency from an  
13 employer or buyer for the benefit of an artist must be paid to  
14 the artist within 7 business days after receiving the money  
15 from the employer. The talent agency may reduce the amount  
16 paid to the artist by the talent agency's commission.

17       (b) A talent agency is not required to pay money to an  
18 artist until the talent agency receives payment from the  
19 employer or buyer.

20       (9) A contract entered into by a talent agency or  
21 advance-fee talent service which does not conform to this act  
22 is voidable by the artist. If an artist voids a contract with  
23 a talent agency or advance-fee talent service, the artist is  
24 not required to pay or return any consideration received from  
25 the talent agency or advance-fee talent service to induce the  
26 artist to enter into the contract.

27       (10) An artist may cancel a contract with a talent  
28 agency or advance-fee talent service by giving written notice  
29 of the cancellation to the talent agency or advance-fee talent  
30 service no later than 14 days after the date of transaction.  
31 If an artist cancels a contract, the artist is not required to

1 pay or return any consideration received from the talent  
2 agency or advance-fee talent service to induce the artist to  
3 enter into the contract.

4 (11) An artist shall not waive the right to cancel a  
5 contract with a talent agency or advance-fee talent service as  
6 provided in this act. Any attempt by a talent agency or  
7 advance-fee talent service to induce an artist to waive the  
8 artist's right to cancel the contract is a violation of this  
9 act.

10 (12)(a) If an artist gives consideration to a talent  
11 agency to be used for expenses to obtain a specific engagement  
12 or employment and the talent agency fails to procure the  
13 specific engagement or employment for the artist, the talent  
14 agency shall, upon the artist's demand, repay all  
15 consideration paid by the artist.

16 (b) The talent agency must refund the consideration to  
17 the artist no later than 48 hours after receiving the demand  
18 from the artist. If the talent agency does not refund the  
19 artist within the prescribed time period, the talent agency  
20 must pay the artist a penalty that is equal to the amount of  
21 all consideration paid to the talent agency.

22 (13) An advance-fee talent service must refund fees as  
23 follows:

24 (a) If the artist does not receive the services  
25 promised or the services the artist was led to believe would  
26 be performed, the advance-fee talent service must, upon the  
27 artist's demand, refund the artist any fees collected by the  
28 advance-fee talent service for those services. The advance-fee  
29 talent service must make the refund to the artist no later  
30 than 48 hours after the artist demands the refund. If the  
31 advance-fee talent service does not refund the artist within

1 the prescribed time period, the advance-fee talent service  
2 must pay the artist a penalty that is equal to the amount of  
3 all fees paid to the advance-fee talent service.

4 (b) If an artist cancels the contract, the advance-fee  
5 talent service must refund in full all fees paid by the  
6 artist. The advance-fee talent service must refund the fees no  
7 later than 14 days after the artist cancels the contract. If  
8 the advance-fee talent service does not refund the artist  
9 within the prescribed time period, the advance-fee talent  
10 service must pay the artist a penalty that is equal to the  
11 amount of all fees paid to the advance-fee talent service.

12 (14) A talent agency or advance-fee talent service  
13 that violates any provision of this section commits a  
14 misdemeanor of the second degree, punishable as provided in  
15 section 775.082 or section 775.083, Florida Statutes.

16 Section 6. Prohibitions and penalties.--

17 (1)(a) A person, business entity, talent agency, or  
18 advance-fee talent service shall not accept an advance fee for  
19 procuring, offering, promising, or attempting to procure  
20 employment or engagements for an artist.

21 (b) A person, business entity, talent agency, or  
22 advance-fee talent service that violates this subsection  
23 commits a felony of the second degree, punishable as provided  
24 in section 775.082, section 775.083, or section 775.084,  
25 Florida Statutes.

26 (2)(a) An advance-fee talent service shall not make  
27 any false statement, representation, promise, or implication  
28 by its choice of name that it is a talent agency. An  
29 advance-fee talent service shall not state, promise, or  
30 represent that it will procure, or attempt to procure,  
31 employment or engagements for the artist.



1           (b) A person or advance-fee talent service that  
2 violates this subsection commits a felony of the second  
3 degree, punishable as provided in section 775.082, section  
4 775.083, or section 775.084, Florida Statutes.

5           (3)(a) A person, talent agency, or advance-fee talent  
6 service, or an owner, operator, employee, or agent of a talent  
7 agency or advance-fee talent service, shall not:

8           1. Give an artist false information, make a false  
9 promise or misrepresentation concerning any engagement or  
10 employment, or make a false or misleading verbal or written  
11 promise or guarantee of any engagement as an artist.

12           2. Print, publish, distribute, or cause, authorize, or  
13 knowingly permit the making, printing, publication, or  
14 distribution of any false statement, description, or promise  
15 that would reasonably induce a person to act to his or her  
16 damage or injury.

17           3. Knowingly commit, or be a party to, any material  
18 fraud, misrepresentation, concealment, conspiracy, collusion,  
19 trick, scheme, or device whereby any other person lawfully  
20 relying upon the work, representation, or conduct of the  
21 talent agency or advance-fee talent service acts or has acted  
22 to his or her injury or damage.

23           4. Commit fraud or deceit in the operation of a talent  
24 agency or advance-fee talent service.

25           5. Conspire with another talent agency or advance-fee  
26 talent service or with another person to commit an act that  
27 coerces, intimidates, or precludes another talent agency or  
28 advance-fee talent service from advertising its services.

29           6. Solicit business, either personally or through any  
30 other person, using fraud, deception, or misleading statements  
31 or through the exercise of intimidation or undue influence.

1           7. Exercise undue influence on the artist in order to  
2 exploit the artist for the financial gain of the talent  
3 agency, advance-fee talent service, or a third party.

4           8. Commit sexual misconduct with an artist. An owner,  
5 operator, employee, or agent of the talent agency or  
6 advance-fee talent service shall not use the artist-agent  
7 relationship to induce or attempt to induce the artist to  
8 engage or attempt to engage in sexual activity.

9           9. Employ an employee, agent, owner, operator, or  
10 other person with a financial interest who has been convicted  
11 of sexual battery, lewd acts, or other sexual misconduct  
12 proscribed in chapter 800, Florida Statutes, or in section  
13 794.011, section 827.071, section 847.012, section 847.0125,  
14 section 847.013, section 847.0133, or section 847.0145,  
15 Florida Statutes.

16           10.a. Send, or cause to send, an artist to a house of  
17 ill fame, a house or place of amusement for immoral purposes,  
18 a place where prostitution is performed, or a place for the  
19 modeling or photographing of a minor in the nude, the  
20 character of which could have been ascertained upon reasonable  
21 inquiry by the talent agency or advance-fee talent service.

22           b. For the purposes of this paragraph, the term  
23 "modeling or photographing of a minor in the nude" means the  
24 visual display of the buttocks, genitals, or female breast,  
25 areolae, or nipples of a person younger than 18 years of age.

26           c. This subparagraph does not apply if both parents or  
27 the legal guardian of the minor are fully advised of the  
28 intended activity and both parents or the guardian execute a  
29 written consent for the visual display of their child or ward.

30           (b) A person, talent agency, or advance-fee talent  
31 service that violates this subsection commits a felony of the

1 second degree, punishable as provided in section 775.082,  
2 section 775.083, or section 775.084, Florida Statutes.

3 (4)(a) A person, talent agency, or advance-fee talent  
4 service shall not:

5 1. Make, or cause to be made, any false, misleading,  
6 or deceptive advertisement or representation concerning the  
7 services the artist will receive or the costs the artist will  
8 incur.

9 2. Publish or cause to be published any false,  
10 fraudulent, or misleading information, representation, notice,  
11 or advertisement.

12 3. Charge, collect, or receive compensation for any  
13 service performed by the talent agency or advance-fee talent  
14 service greater than the charge, fee, or compensation  
15 specified in its schedule of maximum fees, charges, and  
16 commissions.

17 4. Advertise goods or services in a manner that is  
18 fraudulent, false, deceptive, or misleading in form or  
19 content.

20 5. Permit, aid, assist, procure, or advise a person to  
21 operate a talent agency or advance-fee talent service contrary  
22 to this act.

23 6. Fail to perform any statutory or legal obligation  
24 required by law for a talent agency or advance-fee talent  
25 service.

26 7. Require the applicant or artist to subscribe to or  
27 purchase any publication, postcard service, advertisement,  
28 resume service, photography service, website service, or video  
29 or audiotapes, or attend any school, acting school, workshop,  
30 or acting class as a condition to performing services for an  
31 applicant or artist.

1           8. Charge or attempt to charge, directly or  
2 indirectly, an artist for creating or providing photographs,  
3 filmstrips, videotapes, audition tapes, demonstration reels,  
4 talent brochures, or other reproductions of the artist, or for  
5 providing costumes, lessons, coaching, or similar training for  
6 the artist.

7           9. Refer an artist to a person who charges the artist  
8 a fee for the services described in this act in which the  
9 talent agency or advance-fee talent service has a direct or  
10 indirect financial interest.

11           10. Accept any compensation for referring an artist to  
12 a person charging the artist a fee for the services described  
13 in this act.

14           11. Knowingly issue a contract containing any term or  
15 condition that, if complied with, would be in violation of  
16 law.

17           12. Knowingly send or influence an artist to go to a  
18 prospective employer or place of business the character or  
19 operation of which the talent agency or advance-fee talent  
20 service knows to be in violation of the laws of the United  
21 States or this state.

22           13. Divide fees with anyone, including, but not  
23 limited to, an agent or other employee of an employer, buyer,  
24 casting director, producer, or director.

25           14. Fail to maintain records required by this act or  
26 knowingly making false entries in the records.

27           15. Fail, either before or at the time of executing a  
28 contract, to give the artist a copy of the signed or  
29 authenticated contract listing the services to be provided; an  
30 itemized schedule of maximum fees, charges, and commissions  
31 that it intends to charge and collect for its services; a copy

1 of this act; a copy of a criminal background check; and a copy  
2 of a bond.

3 16. Charge a registration fee, except as permitted for  
4 advance-fee talent services.

5 17. Fail to notify an artist that there is a strike,  
6 lockout, or other labor dispute in active progress before  
7 sending the artist to an engagement.

8 (b) A person, talent agency, or advance-fee talent  
9 service that violates this subsection commits a misdemeanor of  
10 the second degree, punishable as provided in section 775.082  
11 or section 775.083, Florida Statutes.

12 Section 7. Remedies.--

13 (1)(a) If a state attorney believes there is probable  
14 cause that a talent agency, advanced-fee talent service, or  
15 other person has violated subsection (1), subsection (2), or  
16 subsection (3) of section 6 of this act, the state attorney  
17 may file a civil action in the circuit court to enjoin the  
18 talent agency, advanced-fee talent service, or other person  
19 from continuing the violation or doing any act in furtherance  
20 thereof, and for such other relief as the court deems  
21 appropriate.

22 (b) A state attorney may file a civil action in  
23 circuit court upon the sworn affidavit of a person alleging a  
24 violation of this act. The court may grant a temporary or  
25 permanent injunction restraining any talent agency,  
26 advanced-fee talent service, or other person from violating  
27 this act and the injunction shall issue without bond.

28 (2)(a) If an artist or other person is injured by the  
29 misconduct of a talent agency or advance-fee talent service,  
30 the artist may file a civil action in his or her own name upon  
31

1 the bond of the talent agency or advance-fee talent service in  
2 any court having jurisdiction of the amount claimed.

3 (b) The artist or other person filing the complaint  
4 may bring the action for temporary or permanent injunctive  
5 relief and may seek other relief, including, but not limited  
6 to, restitution for damages, court costs, a civil penalty not  
7 to exceed \$5,000 for each violation, treble damages for  
8 injured parties, and reasonable attorney's fees.

9 (c) Any claim made by an artist or other person is  
10 assignable, and the assignee is entitled to the same remedies  
11 upon the bond of the talent agency or advance-fee talent  
12 service or otherwise as the artist or other person aggrieved  
13 would be entitled to if the claim had not been assigned. A  
14 claim so assigned may be enforced in the name of the assignee.

15 (3) The remedies provided in this section are  
16 cumulative and not exclusive of any other remedy provided by  
17 law.

18 Section 8. The regulation of talent agencies by the  
19 Department of Business and Professional Regulation is  
20 abolished. Any funds and balances associated with the  
21 regulation of talent agencies remaining in the Professional  
22 Regulation Trust Fund after July 1, 2005, shall be used to pay  
23 any remaining expenses associated with this regulation. The  
24 department shall rebate talent agency license fees, on a pro  
25 rata basis, for the period beginning July 1, 2005, through the  
26 period for which license fees have been paid. If the account  
27 is in a deficit balance, the funds shall be provided from the  
28 General Revenue Fund. Another profession regulated by the  
29 Department of Business and Professional Regulation shall not  
30 be assessed the cost of any refund. Any funds or balances  
31

1 remaining in the trust fund after January 1, 2006, shall be  
2 transferred to the General Revenue Fund.

3           Section 9. The Department of Business and Professional  
4 Regulation may continue to prosecute any legal proceedings and  
5 related administrative cases that are pending on July 1, 2005.

6           Section 10. This act shall take effect July 1, 2005.

7  
8                           STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
9   COMMITTEE SUBSTITUTE FOR  
10   Senate Bill 750

11 The committee substitute(CS) amends the definition of "advance  
12 fee" to include money paid by the artist which exceeds the  
13 earnings received by the artist. THE CS also provides that  
the term "advance fee" does not include reimbursement for out  
of pocket costs if the provided conditions are met.

14 The CS amends section 3 to decrease the bond requirement to  
15 \$10,000, and provides that failure to obtain the bond is a  
second degree misdemeanor.

16 The CS amends section 5 to require level 1 employment  
17 screening pursuant to s. 435.03, F.S., for employees or agents  
of a talent agency or advance-fee talent service. It also  
18 decreases from 14 to seven days the period within which a  
talent agency must pay an artist money it has collected from  
19 an employer or buyer for the benefit of the artist.

20 The CS amends section 6 to prohibit a talent agency or  
advance-fee talent service from sending an artist to a house  
of ill fame, a house or place of amusement for immoral  
21 purposes, a place where prostitution is performed, or a place  
for modeling or photography of a minor in the nude.

22 Throughout the CS, the term "may not" is replaced with the  
23 term "shall not" to conform to bill drafting conventions.