

By the Committees on Judiciary; Regulated Industries; and  
Senator Baker

590-2015-05

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 submit fingerprints for background  
18 screening requirements; directing that a talent  
19 agency or advance-fee talent service provide  
20 each artist with a copy of the screening  
21 results; directing that all money collected by  
22 a talent agency from an employer or buyer be  
23 paid to the artist within a specified period;  
24 providing that a contract is voidable under  
25 certain circumstances; permitting an artist to  
26 cancel a contract by giving written notice of  
27 the cancellation to the talent agency or  
28 advance-fee talent service within a specified  
29 period; prohibiting an artist from waiving the  
30 right to cancel a contract; providing the way  
31 in which a talent agency or advance-fee talent

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

19  
20 Be It Enacted by the Legislature of the State of Florida:

21  
22 Section 1. Part VII of chapter 468, Florida Statutes,  
23 consisting of sections 468.401, 468.402, 468.403, 468.404,  
24 468.405, 468.406, 468.407, 468.408, 468.409, 468.410, 468.411,  
25 468.412, 468.413, 468.414, and 468.415, is repealed.

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

28 (1) "Advance-fee talent service" means a service  
29 practiced by a person or business entity, or the person's or  
30 business entity's employees or authorized agents, which  
31 charges, attempts to charge, or receives an advance fee from

1 an artist for the purpose of promoting, but not procuring, the  
2 employment or engagement of the artist. Promoting the  
3 employment or engagement of an artist includes, but is not  
4 limited to, the following activities:

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

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

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

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

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

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

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

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

31

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.

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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:

25           (a) A misdemeanor of the second degree for a first  
26 violation, punishable as provided in section 775.082 or  
27 section 775.083, Florida Statutes.

28           (b) A misdemeanor of the first degree for a second  
29 violation, punishable as provided in section 775.082 or  
30 section 775.083, Florida Statutes.

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1           (c) A felony of the third degree for a third or  
2 subsequent violation, punishable as provided in section  
3 775.082, section 775.083, or section 775.084, Florida  
4 Statutes.

5           Section 4. Office and records.--

6           (1) A talent agency or advance-fee talent service must  
7 maintain a permanent office and must maintain regular  
8 operating hours at that office. The office shall not be  
9 located on or within any property where intoxicating liquor is  
10 sold, where gambling is permitted, or where acts of  
11 prostitution are committed.

12           (2) A talent agency or advance-fee talent service must  
13 keep on file the application, registration, and fully executed  
14 contract of each artist that the talent agency or advance-fee  
15 talent service represents. The artist file of a talent agency  
16 must also include the total amount of compensation received by  
17 the artist, the amount of compensation received by the artist  
18 for each performance, and documentation of all attempts made  
19 by the talent agency to procure engagements for the artist.  
20 The artist file of an advance-fee talent service must also  
21 include documentation of all attempts to promote or advertise  
22 the artist.

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

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

29           (5)(a) All books, records, and other papers kept under  
30 this act by a talent agency or advance-fee talent service must  
31 be open to the inspection of a state attorney, or the state



1 attorney's authorized agent, at any reasonable hour. The  
2 talent agency or advance-fee talent service must give the  
3 state attorney a true copy of the books, records, and papers,  
4 or any portion thereof, when so requested.

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

10 (c) If a person fails or refuses to disclose  
11 information to a state attorney as required by this  
12 subsection, the person commits:

13 1. A misdemeanor of the second degree for a first  
14 violation, punishable as provided in section 775.082 or  
15 section 775.083, Florida Statutes.

16 2. A misdemeanor of the first degree for a second  
17 violation, punishable as provided in section 775.082 or  
18 section 775.083, Florida Statutes.

19 3. A felony of the third degree for a third or  
20 subsequent violation, punishable as provided in section  
21 775.082, section 775.083, or section 775.084, Florida  
22 Statutes.

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

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

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

29 (c) A record sheet for each engagement obtained by the  
30 talent agency. The record sheet is the only record required to  
31 show engagements. The record sheet must be kept in the

1 artist's file for a period of not less than 5 years after the  
2 date of the last record sheet that was posted in the artist's  
3 file.

4 (d) The engagement the artist was performing in at the  
5 time the artist was retained by the talent agency. The  
6 documents must include the amount of compensation received by  
7 the artist from this engagement.

8 (e) The engagements the talent agency procured for the  
9 artist after the artist and talent agency entered into a  
10 contract. The documents must include the amount of  
11 compensation received by the artist from the engagements  
12 obtained for the artist during the life of the contract.

13 (7) An advance-fee talent service must maintain  
14 records that contain all of the following information or  
15 documents:

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

18 (b) The amount of the advance fees paid by or for the  
19 artist during the term of the contract with the advance-fee  
20 talent service.

21 (c) A record of all efforts made in promoting the  
22 artist. A record of each effort to promote the artist must be  
23 maintained in the artist's file for a period of not less than  
24 5 years after the effort to promote the artist was made.

25 (8)(a) If a person fails to maintain a permanent  
26 office and keep regular hours at that office, fails to  
27 maintain records and files as required by this subsection, or  
28 knowingly makes false entries in an artist's files, the person  
29 commits:

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1           1. A misdemeanor of the second degree for a first  
2 violation, punishable as provided in section 775.082 or  
3 section 775.083, Florida Statutes.

4           2. A misdemeanor of the first degree for a second  
5 violation, punishable as provided in section 775.082 or  
6 section 775.083, Florida Statutes.

7           3. A felony of the third degree for a third or  
8 subsequent violation, punishable as provided in section  
9 775.082, section 775.083, or section 775.084, Florida  
10 Statutes.

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

17           Section 5. Contracts and fees.--

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

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

27           (c) If a person fails to post in a conspicuous place a  
28 schedule of the itemized fees, charges, and commissions, if  
29 required to do so, the person commits:  
30  
31

1           1. A misdemeanor of the second degree for a first  
2 violation, punishable as provided in section 775.082 or  
3 section 775.083, Florida Statutes.

4           2. A misdemeanor of the first degree for a second  
5 violation, punishable as provided in section 775.082 or  
6 section 775.083, Florida Statutes.

7           3. A felony of the third degree for a third or  
8 subsequent violation, punishable as provided in section  
9 775.082, section 775.083, or section 775.084, Florida  
10 Statutes.

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

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

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

27           (a) A description of the specific services to be  
28 performed by the advance-fee talent service, the duration of  
29 the contract, and the refund provisions if the services are  
30 not provided according to the contract.

31

1           (b) A statement of the fees that the advance-fee  
2 talent service will charge to or collect from the artist  
3 receiving the services and the date or dates when the artist  
4 must pay the fees.

5           (c) The following statement, in type no smaller than  
6 10-point boldfaced type and in close proximity to the artist's  
7 signature, must be included in each advance-fee talent service  
8 contract:

9  
10                           RIGHT TO REFUND

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

25  
26                           YOUR RIGHT TO CANCEL

27                   (enter date of transaction)

28  
29           You may cancel this contract for advance-fee  
30 talent services without any penalty or  
31 obligation if you give notice of the

1 cancellation, in writing, no later than 14 days  
2 after the date of the transaction stated above.  
3 If you wish to cancel the contract, you must  
4 mail or deliver a signed and dated copy of the  
5 following cancellation notice, another written  
6 document notifying the advance-fee talent  
7 service that you intend to cancel the contract,  
8 or send a telegram, fax, or e-mail notifying  
9 the advance-fee talent service that you intend  
10 to cancel the contract, to (name of advance-fee  
11 talent service) at (address of its place of  
12 business) NOT LATER THAN MIDNIGHT AFTER (enter  
13 the date).

14  
15 ONLY A TALENT AGENCY MAY ENGAGE IN THE  
16 OCCUPATION OF PROCURING, OFFERING, PROMISING,  
17 OR ATTEMPTING TO PROCURE EMPLOYMENT OR  
18 ENGAGEMENTS FOR AN ARTIST.

19  
20 CANCELLATION NOTICE

21  
22 I hereby cancel this contract.

23  
24 Dated:

25  
26 \_\_\_\_\_  
27 Artist Signature.

28  
29 (5) A talent agency or advance-fee talent service must  
30 give each artist a copy of the signed or authenticated  
31 contract listing the services to be provided and the fees,

1 charges, or commissions to be charged at the time the contract  
2 is signed.

3 (6) A talent agency or advance-fee talent service must  
4 give each artist a copy of this act at the time the contract  
5 is signed.

6 (7)(a) Each employee, agent, owner, operator, or other  
7 person who is acting as or has a financial interest in a  
8 talent agency or advance-fee talent service must submit a full  
9 set of fingerprints as required by paragraph (b) and must  
10 obtain and maintain the letter provided for in paragraph (d)  
11 before owning, operating, soliciting business, or otherwise  
12 engaging in or carrying on the business of a talent agency or  
13 advance-fee talent service in this state.

14 (b) Each owner of a talent agency or advance-fee  
15 talent service shall submit to the Department of Business and  
16 Professional Regulation a full set of fingerprints, along with  
17 the appropriate fee for processing, of each employee, agent,  
18 owner, operator, or other person having a financial interest  
19 in the talent agency or advance-fee talent service.

20 (c) The fingerprint card or electronic fingerprints  
21 must be forwarded to the Division of Criminal Justice  
22 Information Systems within the Department of Law Enforcement  
23 for purposes of processing the fingerprints to determine if  
24 the applicant has a criminal history record. The fingerprints  
25 must also be forwarded to the Federal Bureau of Investigation  
26 for purposes of processing the fingerprints to determine if  
27 the applicant has a criminal history record. The information  
28 obtained by the processing of the fingerprints by the  
29 Department of Law Enforcement and the Federal Bureau of  
30 Investigation shall be sent to the Department of Business and  
31 Professional Regulation for the purpose of determining if any

1 employee, agent, owner, operator, or other person having a  
2 financial interest in the talent agency or advance-fee talent  
3 service has been convicted of sexual battery, lewd acts, or  
4 other sexual misconduct proscribed in chapter 800, Florida  
5 Statutes, or in section 794.011, section 827.071, section  
6 847.012, section 847.0125, section 847.013, section 847.0133,  
7 or section 847.0145, Florida Statutes.

8 (d) Upon receipt and review of each criminal history  
9 record, the Department of Business and Professional Regulation  
10 shall, within 30 days, issue a letter to the talent agency or  
11 advance-fee talent service notifying the talent agency or  
12 advance-fee talent service of the results of the criminal  
13 history record and whether a disqualifying offense is a part  
14 of the criminal history record of the individual.

15 (e) Each talent agency and advance-fee talent service  
16 must give the artist a copy of the letter issued by the  
17 Department of Business and Professional Regulation under  
18 paragraph (d) before executing a contract with an artist. The  
19 letter must have been issued within the previous 36 months.

20 (f) If any employee, agent, owner, operator, or other  
21 person who is acting as or has a financial interest in a  
22 talent agency or advance-fee talent service fails to submit  
23 fingerprints for the background check as required by this  
24 subsection, the person commits a felony of the second degree,  
25 punishable as provided in section 775.082, section 775.083, or  
26 section 775.084, Florida Statutes.

27 (8)(a) All money collected by a talent agency from an  
28 employer or buyer for the benefit of an artist must be paid to  
29 the artist within 7 business days after receiving the money  
30 from the employer. The talent agency may reduce the amount  
31 paid to the artist by the talent agency's commission.



1           (b) A talent agency is not required to pay money to an  
2 artist until the talent agency receives payment from the  
3 employer or buyer.

4           (9) A contract entered into by a talent agency or  
5 advance-fee talent service which does not conform to this act  
6 is voidable by the artist. If an artist voids a contract with  
7 a talent agency or advance-fee talent service, the artist is  
8 not required to pay or return any consideration received from  
9 the talent agency or advance-fee talent service to induce the  
10 artist to enter into the contract.

11           (10) An artist may cancel a contract with a talent  
12 agency or advance-fee talent service by giving written notice  
13 of the cancellation to the talent agency or advance-fee talent  
14 service no later than 14 days after the date of transaction.  
15 If an artist cancels a contract, the artist is not required to  
16 pay or return any consideration received from the talent  
17 agency or advance-fee talent service to induce the artist to  
18 enter into the contract.

19           (11) An artist shall not waive the right to cancel a  
20 contract with a talent agency or advance-fee talent service as  
21 provided in this act. Any attempt by a talent agency or  
22 advance-fee talent service to induce an artist to waive the  
23 artist's right to cancel the contract is a violation of this  
24 act.

25           (12)(a) If an artist gives consideration to a talent  
26 agency to be used for expenses to obtain a specific engagement  
27 or employment and the talent agency fails to procure the  
28 specific engagement or employment for the artist, the talent  
29 agency shall, upon the artist's demand, repay all  
30 consideration paid by the artist.

31

1        (b) The talent agency must refund the consideration to  
2 the artist no later than 48 hours after receiving the demand  
3 from the artist. If the talent agency does not refund the  
4 artist within the prescribed time period, the talent agency  
5 must pay the artist a penalty that is equal to the amount of  
6 all consideration paid to the talent agency.

7        (13) An advance-fee talent service must refund fees as  
8 follows:

9        (a) If the artist does not receive the services  
10 promised or the services the artist was led to believe would  
11 be performed, the advance-fee talent service must, upon the  
12 artist's demand, refund the artist any fees collected by the  
13 advance-fee talent service for those services. The advance-fee  
14 talent service must make the refund to the artist no later  
15 than 48 hours after the artist demands the refund. If the  
16 advance-fee talent service does not refund the artist within  
17 the prescribed time period, the advance-fee talent service  
18 must pay the artist a penalty that is equal to the amount of  
19 all fees paid to the advance-fee talent service.

20        (b) If an artist cancels the contract, the advance-fee  
21 talent service must refund in full all fees paid by the  
22 artist. The advance-fee talent service must refund the fees no  
23 later than 14 days after the artist cancels the contract. If  
24 the advance-fee talent service does not refund the artist  
25 within the prescribed time period, the advance-fee talent  
26 service must pay the artist a penalty that is equal to the  
27 amount of all fees paid to the advance-fee talent service.

28        (14) A talent agency or advance-fee talent service  
29 that violates this section commits:  
30  
31

1           (a) A misdemeanor of the second degree for a first  
2 violation, punishable as provided in section 775.082 or  
3 section 775.083, Florida Statutes.

4           (b) A misdemeanor of the first degree for a second  
5 violation, punishable as provided in section 775.082 or  
6 section 775.083, Florida Statutes.

7           (c) A felony of the third degree for a third or  
8 subsequent violation, punishable as provided in section  
9 775.082, section 775.083, or section 775.084, Florida  
10 Statutes.

11           Section 6. Prohibitions and penalties.--

12           (1)(a) A person, business entity, talent agency, or  
13 advance-fee talent service shall not accept an advance fee for  
14 procuring, offering, promising, or attempting to procure  
15 employment or engagements for an artist.

16           (b) A person, business entity, talent agency, or  
17 advance-fee talent service that violates this subsection  
18 commits a felony of the second degree, punishable as provided  
19 in section 775.082, section 775.083, or section 775.084,  
20 Florida Statutes.

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

27           (b) A person or advance-fee talent service that  
28 violates this subsection commits a felony of the second  
29 degree, punishable as provided in section 775.082, section  
30 775.083, or section 775.084, Florida Statutes.  
31

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

4           1. Give an artist false information, make a false  
5 promise or misrepresentation concerning any engagement or  
6 employment, or make a false or misleading verbal or written  
7 promise or guarantee of any engagement as an artist.

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

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

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

21           5. Conspire with another talent agency or advance-fee  
22 talent service or with another person to commit an act that  
23 coerces, intimidates, or precludes another talent agency or  
24 advance-fee talent service from advertising its services.

25           6. Solicit business, either personally or through any  
26 other person, using fraud, deception, or misleading statements  
27 or through the exercise of intimidation or undue influence.

28           7. Exercise undue influence on the artist in order to  
29 exploit the artist for the financial gain of the talent  
30 agency, advance-fee talent service, or a third party.  
31

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

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

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

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

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

27           11. Fail to submit to the fingerprint background check  
28 when required by this act.

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

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 the letter from the Department of  
2 Business and Professional Regulation indicating the results of  
3 the criminal history record; and a copy of a bond.

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

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

9 (b) A person, talent agency, or advance-fee talent  
10 service that violates this subsection commits:

11 1. A misdemeanor of the second degree for a first  
12 violation, punishable as provided in section 775.082 or  
13 section 775.083, Florida Statutes.

14 2. A misdemeanor of the first degree for a second  
15 violation, punishable as provided in section 775.082 or  
16 section 775.083, Florida Statutes.

17 3. A felony of the third degree for a third or  
18 subsequent violation, punishable as provided in section  
19 775.082, section 775.083, or section 775.084, Florida  
20 Statutes.

21 Section 7. Remedies.--

22 (1)(a) If a state attorney believes there is probable  
23 cause that a talent agency, advanced-fee talent service, or  
24 other person has violated subsection (1), subsection (2), or  
25 subsection (3) of section 6 of this act, the state attorney  
26 may file a civil action in the circuit court to enjoin the  
27 talent agency, advanced-fee talent service, or other person  
28 from continuing the violation or doing any act in furtherance  
29 thereof, and for such other relief as the court deems  
30 appropriate.



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

7           (2)(a) If an artist or other person is injured by the  
8 misconduct of a talent agency or advance-fee talent service,  
9 the artist may file a civil action in his or her own name upon  
10 the bond of the talent agency or advance-fee talent service in  
11 any court having jurisdiction of the amount claimed.

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

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

24           (3) The remedies provided in this section are  
25 cumulative and not exclusive of any other remedy provided by  
26 law.

27           Section 8. The regulation of talent agencies by the  
28 Department of Business and Professional Regulation is  
29 abolished. Any funds and balances associated with the  
30 regulation of talent agencies remaining in the Professional  
31 Regulation Trust Fund after July 1, 2005, shall be used to pay

1 any remaining expenses associated with this regulation. The  
2 department shall rebate talent agency license fees, on a pro  
3 rata basis, for the period beginning July 1, 2005, through the  
4 period for which license fees have been paid. If the account  
5 is in a deficit balance, the funds shall be provided from the  
6 General Revenue Fund. Another profession regulated by the  
7 Department of Business and Professional Regulation shall not  
8 be assessed the cost of any refund. Any funds or balances  
9 remaining in the trust fund after January 1, 2006, shall be  
10 transferred to the General Revenue Fund.

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

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

15  
16 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
17 COMMITTEE SUBSTITUTE FOR  
18 CS/Senate Bill 750

19 The committee substitute:

- 20 -- Provides increased criminal penalties for second and  
21 subsequent violations of many of the acts that are  
22 prohibited under the legislation.
- 23 -- Requires talent agencies and advance-fee talent services  
24 to submit fingerprints to the Department of Business and  
25 Professional Regulation for a criminal background check  
26 and obtain and maintain a letter from the department  
reporting the criminal history record for certain  
offenses.
- 27 -- Creates a second-degree felony for failing to submit to  
28 the fingerprint background check.

29  
30  
31