

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

1 an employee or agent of a talent agency or
2 advance-fee talent service to submit
3 fingerprints for background screening
4 requirements; directing that a talent agency or
5 advance-fee talent service provide each artist
6 with a copy of the screening results; providing
7 criminal penalties for not complying with
8 fingerprint screening procedures; specifying
9 certain prohibited acts by a talent agency or
10 advance-fee talent service; providing criminal
11 penalties for failure to comply; providing for
12 certain specified civil remedies for violations
13 of the act; removing the authority of the
14 Department of Business and Professional
15 Regulation to regulate talent agencies;
16 providing for the use of certain funds after
17 the effective date of the act; requiring the
18 department to rebate talent agency license
19 fees; authorizing the department to continue to
20 prosecute any legal proceedings and related
21 administrative cases that are pending on the
22 effective date of the act; providing an
23 effective date.

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

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

1 Section 2. No preemption of local government authority
2 to regulate.--Regulation of talent agencies is no longer
3 preempted by the state as of July 1, 2005. As such, any county
4 or municipality may adopt or enforce any ordinance that
5 regulates the licensure or operation of talent agencies or
6 advanced-fee talent services; however, such regulation must be
7 consistent with the provisions of this act.

8 Section 3. Definitions.--As used in sections 2 through
9 9 of this act, the term:

10 (1) "Advance-fee talent service" means a service
11 practiced by a person or business entity, or the person's or
12 business entity's employees or authorized agents, which
13 charges, attempts to charge, or receives an advance fee from
14 an artist for the purpose of promoting, but not procuring, the
15 employment or engagement of the artist. Promoting the
16 employment or engagement of an artist includes, but is not
17 limited to, the following activities:

18 (a) Promoting or advertising an artist to a casting
19 director, talent agency, talent manager, or any other person
20 represented to be in a position to offer assistance in
21 procuring engagements or employment for the artist.

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

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

27 (d) Managing, directing, developing, or advancing the
28 artist's career.

29 (e) Preparing the artist for employment through career
30 counseling or consulting, vocational guidance, aptitude
31 testing, or evaluation.

1 (2) "Advance fee" means a fee that is due from or paid
2 by an artist before the artist obtains employment as an artist
3 or before the artist receives earnings as an artist. An
4 advance fee also includes money paid by the artist which
5 exceeds the earnings received by the artist.

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

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

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

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

19 4. The advance-fee talent service maintains adequate
20 records documenting that any amount to be reimbursed to the
21 advance-fee talent service was actually advanced or owed to a
22 third party, that the third party is not a person in which the
23 advance-fee talent service has a direct or indirect financial
24 interest, and that the advance-fee talent service did not
25 receive any consideration for referring the artist.

26 (b) The burden of producing evidence to support a
27 defense based upon an exemption or an exception provided in
28 paragraph (a) is on the advance-fee talent service claiming
29 the exemption or exception.

30 (3) "Artist" means a person who seeks to become or is
31 an actor, actress, director, writer, cinematographer,

1 composer, lyricist, arranger, model, extra, or other person
2 rendering professional services on the legitimate stage or in
3 the production of motion pictures, radio productions,
4 musicals, television productions, print advertisements, or
5 other entertainment enterprises.

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

9 (5) "Compensation" means any one or more of the
10 following:

11 (a) Money or other valuable consideration paid or
12 promised to be paid for services rendered by an individual
13 conducting the business of a talent agency or an advance-fee
14 talent service;

15 (b) Money received by a person in excess of that which
16 has been paid by the person for transportation, transfer of
17 baggage, or board and lodging for an applicant for employment;
18 or

19 (c) The difference between the amount of money
20 received by a person who furnishes employees, performers, or
21 entertainers for circus, vaudeville, theatrical, or other
22 entertainments, exhibitions, engagements, or performances and
23 the amount paid by the person to an employee, performer, or
24 entertainer.

25 (6) "Divided fee" means the process by which, without
26 written contractual approval of the artist, any two or more
27 persons receive compensation for performing services for an
28 artist and the total compensation paid to these persons
29 exceeds the compensation that would have been paid to only one
30 person acting on behalf of the artist.

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1 (7) "Engagement" means any employment or placement of
2 an artist during which the artist performs in his or her
3 artistic capacity. The term does not apply to procuring opera,
4 music, theater, or dance engagements for any nonprofit
5 organization defined in s. 501(c)(3) of the Internal Revenue
6 Code or any nonprofit arts organization in this state which
7 has received a grant from the Division of Cultural Affairs of
8 the Department of State or has participated in the state
9 touring program of the Division of Cultural Affairs.

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

13 (9) "Owner" means a partner in a partnership, member
14 of a firm, or one or more principal officers of a corporation
15 whose partnership, firm, or corporation owns a talent agency
16 or an advance-fee talent service, or an individual who is the
17 sole owner of a talent agency or an advance-fee talent
18 service.

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

24 Section 4. Bond required.--

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

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

5 (3) If a person fails to obtain or maintain a bond
6 according to this section, the person commits:

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

10 (b) A misdemeanor of the first degree for a second or
11 subsequent violation, punishable as provided in section
12 775.082 or section 775.083, Florida Statutes.

13 Section 5. Office and records.--

14 (1) A talent agency or advance-fee talent service must
15 maintain a permanent office and must maintain regular
16 operating hours at that office. The office shall not be
17 located on or within any property where intoxicating liquor is
18 sold, where gambling is permitted, or where acts of
19 prostitution are committed.

20 (2) A talent agency or advance-fee talent service must
21 keep on file the application, registration, and fully executed
22 contract of each artist that the talent agency or advance-fee
23 talent service represents. The artist file of a talent agency
24 must also include the total amount of compensation received by
25 the artist, the amount of compensation received by the artist
26 for each performance, and documentation of all attempts made
27 by the talent agency to procure engagements for the artist.
28 The artist file of an advance-fee talent service must also
29 include documentation of all attempts to promote or advertise
30 the artist.

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

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

7 (5)(a) All books, records, and other papers kept under
8 this act by a talent agency or advance-fee talent service must
9 be open to the inspection of a state attorney, or the state
10 attorney's authorized agent, at any reasonable hour. The
11 talent agency or advance-fee talent service must give the
12 state attorney a true copy of the books, records, and papers,
13 or any portion thereof, when so requested.

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

19 (c) If a person fails or refuses to disclose
20 information to a state attorney as required by this
21 subsection, the person commits a misdemeanor of the second
22 degree, punishable as provided in section 775.082 or section
23 775.083, Florida Statutes.

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

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

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

30 (c) A record sheet for each engagement obtained by the
31 talent agency. The record sheet is the only record required to

1 show engagements. The record sheet must be kept in the
2 artist's file for a period of not less than 5 years after the
3 date of the last record sheet that was posted in the artist's
4 file.

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

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

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

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

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

22 (c) A record of all efforts made in promoting the
23 artist. A record of each effort to promote the artist must be
24 maintained in the artist's file for a period of not less than
25 5 years after the effort to promote the artist was made.

26 (8)(a) If a person fails to maintain a permanent
27 office and keep regular hours at that office, fails to
28 maintain records and files as required by this section, or
29 knowingly makes false entries in an artist's files, the person
30 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 or
5 subsequent violation, punishable as provided in section
6 775.082 or section 775.083, Florida Statutes.

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

13 Section 6. Contracts and fees.--

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

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

23 (c) If a person fails to include a schedule containing
24 the maximum fees, charges, and commissions of the person in a
25 written contract or fails to post in a conspicuous place a
26 schedule of the maximum fees, charges, and commissions, if
27 required to do so, the person commits:

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

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

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

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

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

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

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

28 (c) The following statement, in type no smaller than
29 10-point boldfaced type and in close proximity to the artist's
30 signature, must be included in each advance-fee talent service
31 contract:

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RIGHT TO REFUND

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

YOUR RIGHT TO CANCEL

(enter date of transaction)

You may cancel this contract for advance-fee talent services without any penalty or obligation if you give notice of the cancellation, in writing, no later than 14 days after the date of the transaction stated above. If you wish to cancel the contract, you must mail or deliver a signed and dated copy of the following cancellation notice, another written document notifying the advance-fee talent service that you intend to cancel the contract, or send a telegram, fax, or e-mail notifying

1 the advance-fee talent service that you intend
2 to cancel the contract, to (name of advance-fee
3 talent service) at (address of its place of
4 business) NOT LATER THAN MIDNIGHT AFTER (enter
5 the date).

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

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12 CANCELLATION NOTICE

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14 I hereby cancel this contract.

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16 Dated:

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18 _____
19 Artist Signature.

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

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

29 (7)(a) All money collected by a talent agency from an
30 employer or buyer for the benefit of an artist must be paid to
31 the artist within 7 business days after receiving the money

1 from the employer. The talent agency may reduce the amount
2 paid to the artist by the talent agency's commission.

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

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

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

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

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

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

9 (12) An advance-fee talent service must refund fees as
10 follows:

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

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

30 (13) A talent agency or advance-fee talent service
31 that violates subsections (2)-(6) commits:

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 or
5 subsequent violation, punishable as provided in section
6 775.082 or section 775.083, Florida Statutes.

7 Section 7. Fingerprinting requirements.--

8 (1) Before owning, operating, soliciting business for,
9 or otherwise engaging in or carrying on the business of a
10 talent agency or advance-fee talent service in this state,
11 each agent, owner, operator, or other person who is acting as
12 or has a financial interest in a talent agency or advance-fee
13 talent service must submit a full set of fingerprints as
14 required by subsection (2) and must obtain and maintain a
15 letter, as provided in paragraph (5)(a), from the Department
16 of Business and Professional Regulation documenting that the
17 results of the criminal history check do not disqualify the
18 agent, owner, operator, or other person who is acting as or
19 has a financial interest in a talent agency or advance-fee
20 talent service.

21 (2) Each owner of a talent agency or advance-fee
22 talent service shall submit to the Department of Business and
23 Professional Regulation a full set of fingerprints, along with
24 all applicable fees for processing and maintenance, of each
25 agent, owner, operator, or other person having a financial
26 interest in the talent agency or advance-fee talent service.

27 (3) The fingerprint card or electronic fingerprints
28 must be forwarded to the Department of Law Enforcement for
29 purposes of processing the fingerprints to determine if the
30 individual has a state criminal history record. The
31 fingerprints must also be forwarded to the Federal Bureau of

1 Investigation for purposes of processing the fingerprints to
2 determine if the individual has a national criminal history
3 record. The information obtained by the processing of the
4 fingerprints by the Department of Law Enforcement and the
5 Federal Bureau of Investigation shall be sent to the
6 Department of Business and Professional Regulation for the
7 purpose of determining if any agent, owner, operator, or other
8 person having a financial interest in the talent agency or
9 advance-fee talent service has been found guilty of,
10 regardless of adjudication, or entered a plea of nolo
11 contendere or guilty to sexual battery, lewd acts, or other
12 sexual misconduct proscribed in chapter 800, Florida Statutes,
13 or in section 794.011, section 827.071, section 847.012,
14 section 847.0125, section 847.013, section 847.0133, or
15 section 847.0145, Florida Statutes.

16 (4) The cost for the fingerprint processing shall be
17 borne by the person subject to the criminal history record
18 check. The fingerprint processing and maintenance fee shall be
19 collected by the Department of Business and Professional
20 Regulation through a process established by rule in an amount
21 not to exceed \$100. The Department of Law Enforcement shall
22 render a bill to the Department of Business and Professional
23 Regulation for the fingerprints submitted by the Department of
24 Business and Professional Regulation each month.

25 (5) Upon receipt and review of each criminal history
26 record, the Department of Business and Professional Regulation
27 shall, within 30 days, issue a letter to the talent agency or
28 advance-fee talent service notifying the talent agency or
29 advance-fee talent service:

30 (a) That the results of the criminal history check do
31 not disqualify the agent, owner, operator, or other person who

1 is acting as or has a financial interest in a talent agency or
2 advance-fee talent service; or

3 (b) That the results of the criminal history check
4 disqualify the agent, owner, operator, or other person who is
5 acting as or has a financial interest in a talent agency or
6 advance-fee talent service.

7 (6) Each talent agency and advance-fee talent service
8 must give the artist a copy of the letter issued by the
9 Department of Business and Professional Regulation documenting
10 that the results of the criminal history check do not
11 disqualify the agent, owner, operator, or other person who is
12 acting as or has a financial interest in a talent agency or
13 advance-fee talent service, as provided under paragraph
14 (5)(a), before executing a contract with an artist. The letter
15 must have been issued within the previous 36 months.

16 (7) A person, talent agency, or advance-fee talent
17 service that fails to provide a copy of the letter from the
18 Department of Business and Professional Regulation indicating
19 the results of the criminal history record as required in
20 subsection (6) commits:

21 (a) A misdemeanor of the second degree for a first
22 offense, punishable as provided in section 775.082 or section
23 775.083, Florida Statutes.

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

27 (8) If any talent agency or advance-fee talent service
28 agent, owner, or operator, or any other person who is acting
29 as or has a financial interest in a talent agency or
30 advance-fee talent service, fails to submit fingerprints for
31 the background check as required by this subsection, the

1 person commits a felony of the second degree, punishable as
2 provided in section 775.082, section 775.083, or section
3 775.084, Florida Statutes.

4 Section 8. Prohibitions and penalties.--

5 (1)(a) A person, business entity, talent agency, or
6 advance-fee talent service shall not accept an advance fee for
7 procuring, offering, promising, or attempting to procure
8 employment or engagements for an artist.

9 (b) A person, business entity, talent agency, or
10 advance-fee talent service that violates this subsection
11 commits a felony of the third degree, punishable as provided
12 in section 775.082, section 775.083, or section 775.084,
13 Florida Statutes.

14 (2)(a) An advance-fee talent service shall not make
15 any false statement, representation, promise, or implication
16 by its choice of name that it is a talent agency. An
17 advance-fee talent service shall not state, promise, or
18 represent that it will procure, or attempt to procure,
19 employment or engagements for the artist.

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

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

27 1. Give an artist false information, make a false
28 promise or misrepresentation concerning any engagement or
29 employment, or make a false or misleading verbal or written
30 promise or guarantee of any engagement as an artist.
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1 2. Print, publish, distribute, or cause, authorize, or
2 knowingly permit the making, printing, publication, or
3 distribution of any false statement, description, or promise
4 that would reasonably induce a person to act to his or her
5 damage or injury.

6 3. Knowingly commit, or be a party to, any material
7 fraud, misrepresentation, concealment, conspiracy, collusion,
8 trick, scheme, or device whereby any other person lawfully
9 relying upon the work, representation, or conduct of the
10 talent agency or advance-fee talent service acts or has acted
11 to his or her injury or damage.

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

14 5. Conspire with another talent agency or advance-fee
15 talent service or with another person to commit an act that
16 coerces, intimidates, or precludes another talent agency or
17 advance-fee talent service from advertising its services.

18 6. Solicit business, either personally or through any
19 other person, using fraud, deception, or misleading statements
20 or through the exercise of intimidation or undue influence.

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

24 8. Commit sexual misconduct with an artist. An owner,
25 operator, employee, or agent of the talent agency or
26 advance-fee talent service shall not use the artist-agent
27 relationship to induce or attempt to induce the artist to
28 engage or attempt to engage in sexual activity.

29 9. Employ an employee, agent, owner, operator, or
30 other person with a financial interest who has been convicted
31 of sexual battery, lewd acts, or other sexual misconduct

1 proscribed in chapter 800, Florida Statutes, or in section
2 794.011, section 827.071, section 847.012, section 847.0125,
3 section 847.013, section 847.0133, or section 847.0145,
4 Florida Statutes.

5 10. Send, or cause to send, an artist to a house of
6 ill fame, a house or place of amusement for immoral purposes,
7 a place where prostitution is performed, or a place for the
8 modeling or photographing of a minor in the nude, the
9 character of which could have been ascertained upon reasonable
10 inquiry by the talent agency or advance-fee talent service.
11 For the purposes of this paragraph, the term "modeling or
12 photographing of a minor in the nude" means the visual display
13 of the buttocks, genitals, or female breast, areolae, or
14 nipples of a person younger than 18 years of age.

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

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

21 1. Make, or cause to be made, any false, misleading,
22 or deceptive advertisement or representation concerning the
23 services the artist will receive or the costs the artist will
24 incur.

25 2. Publish or cause to be published any false,
26 fraudulent, or misleading information, representation, notice,
27 or advertisement.

28 3. Charge, collect, or receive compensation for any
29 service performed by the talent agency or advance-fee talent
30 service greater than the charge, fee, or compensation
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1 specified in its schedule of maximum fees, charges, and
2 commissions.

3 4. Advertise goods or services in a manner that is
4 fraudulent, false, deceptive, or misleading in form or
5 content.

6 5. Permit, aid, assist, procure, or advise a person to
7 operate a talent agency or advance-fee talent service contrary
8 to this act.

9 6. Fail to perform any statutory or legal obligation
10 required by law for a talent agency or advance-fee talent
11 service.

12 7. Require the applicant or artist to subscribe to or
13 purchase any publication, postcard service, advertisement,
14 resume service, photography service, website service, or video
15 or audiotapes, or attend any school, acting school, workshop,
16 or acting class as a condition to performing services for an
17 applicant or artist.

18 8. Charge or attempt to charge, directly or
19 indirectly, an artist for creating or providing photographs,
20 filmstrips, videotapes, audition tapes, demonstration reels,
21 talent brochures, or other reproductions of the artist, or for
22 providing costumes, lessons, coaching, or similar training for
23 the artist.

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

28 10. Accept any compensation for referring an artist to
29 a person charging the artist a fee for the services described
30 in this act.

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1 11. Knowingly issue a contract containing any term or
2 condition that, if complied with, would be in violation of
3 law.

4 12. Knowingly send or influence an artist to go to a
5 prospective employer or place of business the character or
6 operation of which the talent agency or advance-fee talent
7 service knows to be in violation of the laws of the United
8 States or this state.

9 13. Divide fees with anyone, including, but not
10 limited to, an agent or other employee of an employer, buyer,
11 casting director, producer, or director.

12 14. Charge a registration fee, except as permitted for
13 advance-fee talent services.

14 15. Fail to notify an artist that there is a strike,
15 lockout, or other labor dispute in active progress before
16 sending the artist to an engagement.

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

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

22 2. A misdemeanor of the first degree for a second or
23 subsequent violation, punishable as provided in section
24 775.082 or section 775.083, Florida Statutes.

25 Section 9. Remedies.--

26 (1)(a) If a state attorney believes there is probable
27 cause that a talent agency, advanced-fee talent service, or
28 other person has violated subsection (1), subsection (2), or
29 subsection (3) of section 8, the state attorney may file a
30 civil action in the circuit court to enjoin the talent agency,
31 advanced-fee talent service, or other person from continuing

1 the violation or doing any act in furtherance thereof, and for
2 such other relief as the court deems appropriate.

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

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

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

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

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

29 Section 10. The regulation of talent agencies by the
30 Department of Business and Professional Regulation is
31 abolished. Any funds and balances associated with the

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

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

17 Section 12. This act shall take effect July 1, 2005.
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STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN
COMMITTEE SUBSTITUTE FOR
CS/CS/SB 750

- Clarifies that the definitions apply to terms used in sections 2 through 9 of the bill, not sections 2 through 7.
- Specifies that a person who fails to post a schedule containing the appropriate fees, charges, and commissions in a written contract is guilty of a second degree misdemeanor for a first offense and a first degree misdemeanor for a second or subsequent offense.
- Clarifies that the penalties for failing to provide a copy of the letter from the Department of Business and Professional Regulation indicating the results from the criminal history and background check are second degree misdemeanors for a first offense and a first degree misdemeanor for second or subsequent offenses.
- Removes duplicative language in section 8 of the bill that appears in earlier sections of the bill.
- Removes the fiscal impact of \$59,331 from the bill that was to fund rebates to licensees.