



Stronger Protections for Performers in Scenes Involving Nudity and Simulated Sex

For performers, both principal and background alike, engaging in these scenes can leave you incredibly vulnerable and exposed to uniquely stark power imbalances, with the scenarios below highlighting the type of exploitation that happens routinely. A key element of the new contract is the successful renegotiation of the CBA's current provisions for nudity and simulated sex. With the new contract language, these scenarios have been reimagined to highlight the stronger protections that performers who engage in this work would be afforded under the new contract.

With these strengthened protections, we aim to:

- stop and respond to potential predatory behavior;
- ensure you are only required to perform what you agree to;
- stop last-minute contracts and riders;
- ensure you are not put under pressure to do anything that you are not comfortable with.

Auditions

➔ WHAT COULD HAPPEN?

You receive an open audition notice that is vague – it only states that the project is “risqué” with little detail about what the audition and the role will entail. On the day, the audition is intimidating: the room is packed with around thirty performers, the director, producer, and five “crew members” whose roles are not clear. The director says this is an independent production and he needs to know the main performer can “put themselves out there.” He asks everyone to remove their tops and pretend to “go at it” to see who will make the first cut.

➔ STRONGER PROTECTIONS ACHIEVED UNDER THE NEW CONTRACT:

- Earlier and clearer notification requirements of nudity and sex scenes required for the role
- Notification of an audition involving modesty garments
- Stronger restrictions for closed auditions involving modesty garments
- Explicit prohibition on performance of simulated sex acts at all auditions

WITH THESE *NEW* PROTECTIONS, THIS SCENARIO WOULD PLAY OUT DIFFERENTLY...

An open audition notice outlines that role will involve nudity and simulated sex. It also explains that there will be a final call-back audition that requires a modesty garment. On the day of the open audition, there is no nudity, no modesty garments or simulated sex. You progress to the final round of auditions, where beforehand it is explained that partial nudity will be required, but that you will not be required to be totally nude — you will be wearing modesty garments, such as pasties and/or a G-string or equivalent. There is also no simulated sex required at this final audition. The people in the room are limited to only the fewest necessary to cast the role — they each introduce themselves by name and what their role is.

Contract / Consent

➔ WHAT COULD HAPPEN?

You receive your first major role that you know will involve some nudity — at the audition you said you would be comfortable showing your buttocks. You received the contract the night before your first day of shooting, which says “partial nudity and sex acts, involving masturbation.” You’re not able to contact production and fearful of losing the role you sign the contract, hoping to ask questions before rehearsals the next day. The director goes over the scene just before it is to be shot, saying that he wants you nude and viewed from the side as you perform, with your genitals partially visible. You’re nervous, but say you understood the masturbation would be implied with no actual sex acts and the only nudity would be your buttocks. In front of everyone the director says they have gone in a different direction and you feel pressured to do the scene.

➔ STRONGER PROTECTIONS ACHIEVED UNDER THE NEW CONTRACT:

- 48 hours to review the rider, allowing you and your professional representative time to negotiate and sign
- Contact information for a representative of production to discuss the rider prior to signing
- Producer is required to advise the director/line producer or UPM of the parameters of your rider

WITH THESE *NEW* PROTECTIONS, THIS SCENARIO WOULD PLAY OUT DIFFERENTLY...

You receive your contract a full 48 hours before shooting begins and you notice that it specifies “a shower scene involving partial nudity and simulated masturbation” but in prior discussion you had said you would only be comfortable showing your buttocks. The contract also contains copies of the script pages for the scene. Production has provided you with the details of a designated representative who you are able to contact and clarify your consent, modifying the contract with the assistance of your professional representative to specify you agree only to your buttocks being shown while you simulate masturbation in a shower scene. No actual sex acts are permitted so you understand that it will only be implied masturbation and no shots of your genitals will be in view. On the day, the UPM goes over your contract to ensure complete understanding of how the scene will be shot and what the final picture will look like.

CLOSED SET

➔ WHAT COULD HAPPEN?

You have provided your consent to shoot a partial nude scene — showing your upper body from the side. On the day of the shoot, the set is on location in a private apartment. The set is full of people — more crew members than usual, with the landlord and some unknown people who the AD says are “financiers” viewing the scene by monitors. One of them is taking photos with a cell phone. You bring pasties to the shoot with you, but during rehearsal the director yells at you to remove them as they will be seen in the shot. You say that you didn’t agree to have your nipples in the shot, but the director says she hasn’t seen your contract. In front of everyone she says they need the shot — it is purely artistic and that there is money riding on this. You feel pressured to give in and sit with your breasts exposed through almost twenty takes with long breaks in between, with everyone still on set. You’re horrified to see that your nipples are clearly visible in the final project.

➔ STRONGER PROTECTIONS ACHIEVED UNDER THE NEW CONTRACT:

- Stronger restrictions for closed sets, to say that only people essential to the rehearsal or filming are permitted
- A ban on recording using personal phones and devices on closed sets
- Producer is required to advise the director/line producer or UPM of the parameters of your rider
- A cover-up such as a bathrobe is to be provided to any performer in the nude or wearing modesty garments during breaks in rehearsal or shooting of a scene

WITH THESE **NEW** PROTECTIONS, THIS SCENARIO WOULD PLAY OUT DIFFERENTLY...

You feel comfortable entering the set knowing that what you agreed to is outlined in your contract — it clearly states that only the side view of your right breast will be shown but no nipple. The UPM confirms the extent of what parts of your body will be shown and wardrobe provides you with pasties to wear. On set, only people essential to the rehearsal and filming of the scene are present and none of them taking photos with cell phones. There is an issue where one of the pasties can be seen in the shot, but the director and DP work to track from a slightly different angle so it can’t be seen. During pauses in rehearsal and photography, a member of wardrobe hands you a robe to cover yourself.

BACKGROUND PERFORMERS

➔ WHAT COULD HAPPEN?

You are an experienced background performer and you arrive to work on a well-known TV show just like any other day. In the holding area, an AD hands around waivers an hour before the shoot, saying you either sign it or you go home without pay. The waiver says you agree to perform in a sex scene in the nude and when you question this, the AD humiliates you in front of everyone. You agree reluctantly. Once rolling, the scene is a large group scene with a camera roaming through around twenty background performers all nude and performing various simulated sex acts. The scene takes several hours to shoot and the set is full of random crew members who don’t seem to have much to do. Whenever cut is called you and your fellow performers are not permitted to leave the set or cover yourselves.

STRONGER PROTECTIONS ACHIEVED UNDER THE NEW CONTRACT:

- Stronger restrictions for closed sets for background performers, to say that only people essential to the rehearsal or filming are permitted
- Coverings to be provided to background performers in the nude or wearing modesty garments
- Background performers who are asked to perform in simulated sex scenes without notice or consent will still be paid even if they decline to do the work

WITH THESE *NEW* PROTECTIONS, THIS SCENARIO WOULD PLAY OUT DIFFERENTLY...

You receive a call for a background role and when you arrive on the day you are given a consent form that asks whether you agree to perform sex scenes. When you ask the AD what the scene involves they tell you that if you're not comfortable with performing sex acts or in the nude you can leave. You decide not to go ahead with the scenes and are paid for the day. You hear from other background performers who did agree to the scene that the set only had a few essential crew members and that they were provided with cover-ups by the wardrobe department when there was a break in rehearsal and shooting.