
SUBSTITUTE SENATE BILL 6263

State of Washington 57th Legislature

2002 Regular Session

By Senate Committee on Labor, Commerce & Financial Institutions
(originally sponsored by Senators Prentice, Kohl-Welles, Keiser and Gardner)

READ FIRST TIME 02/04/2002.

1 AN ACT Relating to contracts for modeling and theatrical agencies;
2 amending RCW 19.31.020; and adding a new chapter to Title 19 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 19.31.020 and 1998 c 228 s 1 are each amended to read
5 as follows:

6 ~~((Unless a different meaning is clearly required by the context,~~
7 ~~the following words and phrases, as hereinafter used in this chapter,~~
8 ~~shall have the following meanings:))~~

9 The definitions in this section apply throughout this chapter
10 unless the context clearly requires otherwise.

11 (1) "Employment agency" is synonymous with "agency" and ~~((shall))~~
12 means any business in which any part of the business gross or net
13 income is derived from a fee received from applicants, and in which any
14 of the following activities are engaged in:

15 (a) The offering, promising, procuring, or attempting to procure
16 employment for applicants;

17 (b) The giving of information regarding where and from whom
18 employment may be obtained; or

1 (c) The sale of a list of jobs or a list of names of persons or
2 companies accepting applications for specific positions, in any form.

3 In addition, the term "employment agency" (~~shall~~) means and
4 includes any person, bureau, employment listing service, employment
5 directory, organization, or school which for profit, by advertisement
6 or otherwise, offers, as one of its main objects or purposes, to
7 procure employment for any person who pays for its services, or which
8 collects tuition, or charges for service of any nature, where the main
9 object of the person paying the same is to secure employment. It also
10 includes any business that provides a resume to an individual and
11 provides that person with a list of names to whom the resume may be
12 sent or provides that person with preaddressed envelopes to be mailed
13 by the individual or by the business itself, if the list of names or
14 the preaddressed envelopes have been compiled and are represented by
15 the business as having job openings. The term "employment agency"
16 (~~shall~~) does not include labor union organizations, temporary service
17 contractors, proprietary schools operating within the scope of
18 activities for which the school is licensed under chapter 28C.10 RCW,
19 nonprofit schools and colleges, career guidance and counseling
20 services, employment directories that are sold in a manner that allows
21 the applicant to examine the directory before purchase, theatrical
22 agencies, modeling agencies, farm labor contractors, or the Washington
23 state employment agency.

24 (2) "Temporary service contractors" (~~shall~~) means any person,
25 firm, association, or corporation conducting a business which consists
26 of employing individuals directly for the purpose of furnishing such
27 individuals on a part time or temporary help basis to others.

28 (3) "Modeling agency" means a person, firm, association, or
29 corporation engaged in the business of conducting an agency, bureau,
30 office, or other place for the purpose of procuring, offering,
31 promising, or attempting to provide engagements for persons who want to
32 procure employment as models, or giving information as to where these
33 engagements may be procured or provided.

34 (4) ~~"Theatrical agency" means (any person who, for a fee or~~
35 ~~commission, procures on behalf of an individual or individuals,~~
36 ~~employment or engagements for circus, vaudeville, the variety field,~~
37 ~~the legitimate theater, motion pictures, radio, television, phonograph~~
38 ~~recordings, transcriptions, opera, concert, ballet, modeling, or other~~
39 ~~entertainments, exhibitions, or performances. The term "theatrical~~

1 agency" does not include any person charging an applicant a fee prior
2 to or in advance of:

3 (a) ~~Procuring employment for the applicant;~~

4 (b) ~~Giving or providing the applicant information regarding where
5 or from whom employment may be obtained;~~

6 (c) ~~Allowing or requiring the applicant to participate in any
7 instructional class, audition, or career guidance or counseling; or~~

8 (d) ~~Allowing the applicant to be eligible for employment through
9 the person.~~

10 (4)) a person, firm, association, or corporation conducting an
11 agency, bureau, office, or other place for the purpose of procuring,
12 offering, promising, or attempting to provide engagements for persons
13 who want employment in the following occupations: Circus, theater,
14 motion pictures, radio, television, studio recordings, transcriptions,
15 opera, concert, ballet, or other entertainments, exhibitions, or
16 performances; or of giving information as to where these engagements
17 may be procured or provided.

18 (5) "Farm labor contractor" means any person, or his or her agent,
19 who, for a fee, employs workers to render personal services in
20 connection with the production of any farm products, to, for, or under
21 the direction of an employer engaged in the growing, producing, or
22 harvesting of farm products, or who recruits, solicits, supplies, or
23 hires workers on behalf of an employer engaged in the growing,
24 producing, or harvesting of farm products or who provides in connection
25 with recruiting, soliciting, supplying, or hiring workers engaged in
26 the growing, producing, or harvesting of farm products, one or more of
27 the following services: Furnishes board, lodging, or transportation
28 for such workers, supervises, times, checks, counts, sizes, or
29 otherwise directs or measures their work; or disburses wage payments to
30 such persons.

31 ((+5)) (6) "Employer" means any person, firm, corporation,
32 partnership, or association employing or seeking to enter into an
33 arrangement to employ a person through the medium or service of an
34 employment agency.

35 ((+6)) (7) "Applicant", except when used to describe an applicant
36 for an employment agency license, means any person, whether employed or
37 unemployed, seeking or entering into any arrangement for his or her
38 employment or change of his or her employment through the medium or
39 service of an employment agency.

1 (~~(7)~~) (8) "Person" includes any individual, firm, corporation,
2 partnership, association, company, society, manager, contractor,
3 subcontractor, bureau, agency, service, office, or an agent or employee
4 of any of the foregoing.

5 (~~(8)~~) (9) "Director" (~~(shall)~~) means the director of licensing.

6 (~~(9)~~) (10) "Resume" means a document of the applicant's
7 employment history that is approved, received, and paid for by the
8 applicant.

9 (~~(10)~~) (11) "Fee" means anything of value. The term includes
10 money or other valuable consideration or services or the promise of
11 money or other valuable consideration or services, received directly or
12 indirectly by an employment agency from a person seeking employment, in
13 payment for the service.

14 (~~(11)~~) (12) "Employment listing service" means any business
15 operated by any person that provides in any form, including written or
16 verbal, lists of specified positions of employment available with any
17 employer other than itself or that holds itself out to applicants as
18 able to provide information about specific positions of employment
19 available with any employer other than itself, and that charges a fee
20 to the applicant for its services and does not set up interviews or
21 otherwise intercede between employer and applicant.

22 (~~(12)~~) (13) "Employment directory" means any business operated by
23 any person that provides in any form, including written or verbal,
24 lists of employers, does not provide lists of specified positions of
25 employment, that holds itself out to applicants as able to provide
26 information on employment in specific industries or geographical areas,
27 and that charges a fee to the applicant for its services.

28 (~~(13)~~) (14) "Career guidance and counseling service" means any
29 person, firm, association, or corporation conducting a business that
30 engages in any of the following activities:

31 (a) Career assessment, planning, or testing through individual
32 counseling or group seminars, classes, or workshops;

33 (b) Skills analysis, resume writing, and preparation through
34 individual counseling or group seminars, classes, or workshops;

35 (c) Training in job search or interviewing skills through
36 individual counseling or group seminars, classes, or workshops:
37 PROVIDED, That the career guidance and counseling service does not
38 engage in any of the following activities:

1 (i) Contacts employers on behalf of an applicant or in any way
2 intercedes between employer and applicant;

3 (ii) Provides information on specific job openings;

4 (iii) Holds itself out as able to provide referrals to specific
5 companies or individuals who have specific job openings.

6 NEW SECTION. **Sec. 2.** (1) "Modeling agency" means a person, firm,
7 association, or corporation engaged in the business of conducting an
8 agency, bureau, office, or other place for the purpose of procuring,
9 offering, promising, or attempting to provide engagements for persons
10 who want to procure employment as models, or giving information as to
11 where these engagements may be procured or provided.

12 (2) "Theatrical agency" means a person, firm, association, or
13 corporation conducting an agency, bureau, office, or other place for
14 the purpose of procuring, offering, promising, or attempting to provide
15 engagements for persons who want employment in the following
16 occupations: Circus, theater, motion pictures, radio, television,
17 studio recordings, transcriptions, opera, concert, ballet, or other
18 entertainments, exhibitions, or performances; or of giving information
19 as to where these engagements may be procured or provided.

20 NEW SECTION. **Sec. 3.** If a modeling or theatrical agency charges
21 a fee for a service, the agency must, before the service is provided to
22 an applicant, provide each applicant with a written contract specifying
23 all fees charged to the applicant. The contract must contain the
24 following:

25 (1) The name, address, and telephone number of the agency;

26 (2) The date of the contract;

27 (3) The name of the applicant;

28 (4) The amount of the fee to be charged the applicant, the method
29 of computation of the fee, and the time and method of payments; and

30 (5) A notice in eight-point bold face type or larger directly above
31 the space reserved in the contract for the signature of the buyer. The
32 caption "NOTICE TO APPLICANT--READ BEFORE SIGNING" must precede the
33 body of the notice and must be in ten-point bold face type or larger.
34 The notice must read as follows:

35 "This is a contract. If you accept the services provided by this
36 agency, you will be liable for the payment of the fee as set out above.
37 Do not sign this contract before you read it or if any spaces intended

1 for the agreed terms are left blank. You must be given a copy of this
2 contract at the time you sign it."

3 NEW SECTION. **Sec. 4.** (1) A contract for the sale of services from
4 a modeling or theatrical agency may be canceled at the option of the
5 purchaser if the purchaser sends notice of the cancellation by
6 certified mail, return receipt requested, to the modeling or theatrical
7 agency at the address contained in the contract and if the notice is
8 postmarked not later than midnight of the seventh calendar day
9 following the day on which the contract is signed. In addition to this
10 cancellation right, a purchaser who signs a contract for the sale of
11 services of any description from a modeling or theatrical agency
12 without having received the written disclosures required in subsection
13 (2) of this section has cancellation rights until seven calendar days
14 after the receipt of the written disclosures. A purchaser must request
15 cancellation of a contract by sending the notice of cancellation by
16 certified mail, return receipt requested, postmarked not later than
17 midnight of the seventh calendar day following the day on which the
18 contract is signed to the modeling or theatrical agency at the address
19 contained in the contract. The purchaser may use the cancellation form
20 prescribed in subsection (2) of this section, however, notice of
21 cancellation is sufficient if it indicates the intention of the
22 purchaser not to be bound by the contract. The purchaser's right of
23 cancellation of a contract for the sale may not be waived.

24 (2) A contract for the sale of services from a modeling or
25 theatrical agency must include the following statement in at least ten-
26 point bold-face type immediately before the space for the purchaser's
27 signature:

28 "Purchaser's right to cancel: You may cancel this contract without any
29 cancellation fee or other penalty, or stated reason for doing so, by
30 sending notice of cancellation by certified mail, return receipt
31 requested, to (insert name of agency at the address
32 indicated below). The notice must be postmarked by midnight of the
33 seventh calendar day following the day on which this contract is signed
34 by you. The day on which the contract was signed is not included as a
35 "calendar day," and if the seventh calendar day falls on a Sunday or
36 legal holiday, then the right to cancel this contract expires on the
37 day immediately following that Sunday or legal holiday.

1 TO CANCEL THIS CONTRACT, SEND A COPY OF THIS NOTICE OF CANCELLATION OR
2 OTHER WRITTEN NOTICE OF CANCELLATION TO:

3

4 (Name of Theatrical or Modeling Agency)

5

6 (Address of Theatrical or Modeling Agency)

7 (Date)

8 I HEREBY CANCEL THIS CONTRACT

9 (Date)

10

11 (Purchaser's Signature)

12

13 (Printed Name)

14

15 (Purchaser's Address)"

16 (3) Within seven calendar days following timely receipt of notice
17 of cancellation from the purchaser, the modeling or theatrical agency
18 must provide evidence that the contract has been canceled and return
19 any money or other consideration paid by the purchaser. However, the
20 modeling or theatrical agency may retain payments made for specific
21 services utilized by the purchaser.

22 NEW SECTION. **Sec. 5.** In any action arising out of this chapter,
23 the prevailing party is entitled to reasonable attorneys' fees and
24 costs.

25 NEW SECTION. **Sec. 6.** Sections 2 through 5 of this act constitute
26 a new chapter in Title 19 RCW.

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