



# MUSICIANS' ASSOCIATION OF OTTAWA-GATINEAU – LOCAL 180

## LIVE PERFORMANCE CONTRACT

(FOR CANADA)



THIS CONTRACT is for the personal services of musician/musicians, made this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_

Between the undersigned Engager and the Musician/Leader.

WITNESSTH THAT the Engager contracts for the personal services of the Musician and the Musician agrees to render to the Engager services as a Musician to the following terms and conditions:

Name of Musician/Leader:

Name of Group:

Address of Leader:

Telephone of Leader:

Email of Leader:

Venue:

Venue Address:

Musicians Employed:

Engagement Date(s):	Clause	Time of Engagement	Total Amount Payable (Including Pension & HST)	HST
Rehearsal Date(s):		<u>Total Hours / Total Services</u>	<u>Deposit</u>	

The parties hereto acknowledge that the Total Amount Payable includes Engager's contribution to the Musicians' Pension Fund of Canada on behalf of the musician named herein with the amount stipulated being:

The parties hereto further acknowledge that this contribution is to be paid by the musician on behalf of the Engager by a separate cheque made payable to the Musicians' Pension Fund of Canada and forwarded to the Fund office located at 200 Yorkland Blvd., Suite 605, Toronto ON M2J 5C1. The terms and conditions set out in SCHEDULE 1 hereof are part of this contract.

Engager Name:		Musician Name:	
Address and Postal Code:		Address and Postal Code:	
Phone:		Phone:	
Email:		Email:	

Signing Date:

Signing Date:

Engager Signature:

Musician Signature:

## **SCHEDULE 1**

**No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.**

**On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser hereby authorizes the Leader on his behalf to replace any Musician who, by illness, absence, or for any other reason, does not perform any or all of the services provided for under this agreement. The agreement of the Musicians to perform is subject to proven detention by sickness, accidents or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the Musicians. The Purchaser agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.**

**The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.**

**The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.**

**Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.**

**The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or any other person, firm or corporation legally entitled to require licensing and/or payment of fees with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.**

**No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.**

**This contract cannot be cancelled without the express, written consent of both parties.**

NAME	LOCAL	SIN or AFM ID	SCALE	PENSION	WORK DUES	HST %	HST

<b>TOTALS</b>							
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<b>TOTAL SCALE FEE PLUS PENSION &amp; HST</b>	
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**TM SCALE FEE                    x                    =                    +                    Work Dues                    Final TM Deduction**

<b>The amount of :</b>		<b>Payable to Musicians' Association of Ottawa-Gatineau -Local 180</b>
<b>The amount of:</b>		<b>Payable to Musicians' Pension Fund of Canada</b>

The Engager may submit a cheque for the total of the above amounts \_\_\_\_\_ directly to Local 180 for processing.

<b>This part to be completed by a designated representative of the CFM Local having jurisdiction</b>						<b>LOCAL 180</b>
This confirms that the <b>Musicians' Pension Fund of Canada</b> contributions in the amount of						
are in the conformity with the requirements of Local tariffs or negotiated agreements referenced above and are being remitted based on applicable scale wages.						
<b>By</b>		<b>Title:</b>		<b>Month:</b>	<b>Day:</b>	<b>20</b>