



Producer’s Name: _____

Sound Recording Contract
AMERICAN FEDERATION OF MUSICIANS
Of the United States and Canada (AFM)
(for use in Canada only)

AFM Local # _____

Contract # _____

THIS CONTRACT for the personal services of musicians, made this _____ day of _____, 20_____, between the undersigned Producer-Engager (hereinafter caller the “Producer”) and _____ musicians (hereinafter called the “musicians”).
(Number, including Leader)

WITNESSETH, That the Producer engages the personal services of the Musicians, as musicians severally and the Musicians severally, through their representative, agree to render collectively to the Producer services as musicians in the orchestra under the leadership of _____

Name & Address of Studio: _____

Dates & Hours of Engagement(s): _____

Type of Engagement: **Recording for phonograph records (as defined in the AFM Sound Recording Labour Agreement) only.**

- ☐ SRLA Regular
- ☐ SRLA Special
- ☐ SRLA Symphonic
- ☐ SRLA Concert DVD
- ☐ CND Symphonic Ltd. Pressing
- ☐ CND Ltd. Pressing
- ☐ Special CND Session
- ☐ Ltd. Press. Upgrade
- ☐ New Use
- ☐ Other (specify) _____

FEE AGREED UPON: _____

Plus pension contributions as specified herein

To be paid _____

(specify when payments are to be made)

Upon request of the American Federation of Musicians of the United States and Canada (herein referred to as ‘AFM’ or ‘Federation’) or the AFM Local in whose jurisdiction the musicians shall perform hereunder, the Producer either shall make advance payment hereunder or shall post an appropriate bond.

Producer / Record Company _____	Leader’s Name _____	Local No. _____
Authorized Signature _____	Leader’s Signature _____	
Street Address _____	Street Address _____	Phone No. _____
_____ City Province Postal Code	_____ City Province Postal Code	
Phone _____	Name of Artist or Group _____	

Label Name _____			Session # _____		
<u>Master #</u>	<u>Minutes</u>	<u>Title of Tunes</u>	<u>Master #</u>	<u>Minutes</u>	<u>Title of Tunes</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Local No.	Musician’s Name (Last, First, Initial) and Address (St., City, Prov., Code)	SIN / SSN	Dbling	Total Scale Fees	Cartage	MPFC	H & W

Total Pension Contributions (Sum of Column MPFC) \$ _____

Make cheque payable in this amount to ‘Musicians Pension Fund of Canada’

See following page for additional terms and conditions of this contract.

ADDITIONAL TERMS AND CONDITIONS

1. The terms and conditions of this agreement include the terms set forth herein as well as the terms and conditions of such AFM Agreements that are applicable to this engagement, which are incorporated by reference. The Leader represents that the musicians have agreed to be bound by said terms and conditions. Each musician may enforce this agreement.
2. The Producer shall at all times have complete control of the services which the musicians will render under the specifications of this contract. On behalf of the Producer the Leader will distribute the amount received from the Producer to the musicians, including themselves, as indicated on this contract. The amount paid to the Leader includes the cost of transportation. The Producer hereby authorizes the Leader on their 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 contract. 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 Producer agrees that a Representative of the AFM 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 contract must be members of the AFM and nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the AFM.
3. It is agreed that all the rules, laws and regulations of the Federation, and all the rules, laws and regulations of the Local in whose jurisdiction the musicians perform, insofar as they are not in conflict with those of the Federation, are made part of this contract. In accordance with the Constitution, By-Laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.
4. The Producer represents that there does not exist against them, in favor of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for any such Producer. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of this contract or to render any services for said Producer as long as any such claim is unsatisfied or unpaid, in whole or in part. The Producer in signing this contract themselves, or have same signed by a representative, acknowledges their authority to do so and hereby assumes liability for the amount stated herein.
5. Any member or members who are parties to or affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason or any strike, ban, unfair list order or requirement of the Federation, shall be free to accept and engage in other engagements of the same or similar character, or otherwise, for other Producers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.
6. The performances to be rendered pursuant to this agreement are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, except as specifically permitted by this agreement. This agreement may not be enforced by the Producer until approved by the Federation.

REUSE:

This contract is also to be used in reporting reuse and new use payments (when applicable) and shall be presented to the appropriate Federation office accompanied by payments for same.

HEALTH AND WELFARE

Contributions as outlined in the applicable AFM Agreement shall be paid to each musician per contract as additional scale wages, unless the Local of jurisdiction has an applicable Health & Welfare Fund. In such case, the fees shall be paid to the applicable Fund.

In no event is a Pension contribution to be paid on the Health & Welfare contributions.

MUSICIANS' PENSION FUND OF CANADA (MPF CANADA) 200 Yorkland Blvd., Suite 605, Toronto, ON, M2J 5C1

Contributions shall be made to the trustees of the MPF Canada, created pursuant to the trust indenture dated, April 9, 1962, in a sum equal to the percentage as shown in the applicable AFM Agreement. This percentage is to be computed at scale. Cheques made payable to MPF Canada.

Producer shall file this contract and payments due hereunder as follows:

- (a) Original contract to the Local Union in whose jurisdiction the engagement was played; one copy retained by Producer.
- (b) A cheque made payable to the Leader for all musician wages, minus the required Work Dues and any Temporary Membership Permit fees if/when applicable, shall accompany the contract sent to the Local Union or Federation Office.
- (c) A cheque for the pension contribution shall also accompany the contract sent to the Local Union, and made payable to MPF Canada.
- (d) The Local Union shall distribute copies of the contract as follows:
 1. The original and an additional copy (total 2) to MPF Canada, 200 Yorkland Blvd., Suite 605, Toronto, ON, M2J 5C1
 2. One copy returned to the Producer if required.
 3. One copy to be retained by the Local Union.
 4. One copy returned to the Leader.
 5. One copy to AFM Canadian Office (895 Don Mills Road, Suite 202, Toronto, ON, M3C 1W3)

ORIGINAL FIRST PAGE COPY TO BE SENT TO MPF CANADA