

Television, Radio, and or Internet Commercial Announcements and Electrical Transcriptions Contract Blank

AMERICAN FEDERATION OF MUSICIANS

of the United States and Canada (for use in Canada only) Contract Reference #:

Kind of Payment

ReUse

Cycle Length:

Original Session

New Use (different medium)

weeks

Dubbing (same medium)

(Check one)

Broadcast Medium Rates

(Check one)

_ National

Regional

Demo

National Short-Life

Foreign: Europe

Foreign: All other

Foreign: World Use

(Check one)

ΤV

Radio

Digital Media

Non-Broadcast

Foreign Use

THIS CONTRACT for the personal services of musicians is made this date _ between the undersigned producer (hereinafter referred to as "the producer"), acting on behalf of the Advertising Agency and its advertiser client specified herein, and _ _ musicians (hereinafter called "employees"), all being members of AFM Local unless otherwise noted below.

WITNESSETH: The producer hires the employees as musicians severally on the terms and conditions of this agreement and including the terms and conditions as set forth in Paragraph One on the reverse side hereof. The a a x x a ma 11 x x to non-don collectively to the 1

musicians in the orchestra as follows.		producer services	45	ADVE	RTISER					
EITHER (if new "live" sesssion, fill in next four lines)				PROD	UCT RTISING A	GENCY				
Name and				ADDR	ESS					
Address of engagement										
Date(s) and			_				Codes Nos. or	· · · · · · · · · · · · · · · · · · ·		
Hours of employment <i>OR</i> (If "ReUse," "Dubbing" or "New Use," fill in next line)							ve prior and ne		(
Original Form B Contract No dated Wages agreed upon Producer's Name and				жж.́`)	-		on Track Length New Identification			
				(``)						
				(``)						
Authorized Signature Street Address				(´´)_ (´´)_						
City Province Postal Code Phone				(``)						
Leader's Signature			_	(``)						
Street Address			_	(´´)	E (E	1				
City Province P	ostal Code			*Naming	Format Exan	Followe	d by its versions	denoted as: (V	-1) - Title	
C A EMPLOYEE'S NAME R (AS ON SOCIAL INSURANCE) T LAST FIRST INITIAL A G E	LOCAL UNION NO.	SOCIAL INSURANCE NUMBER OR AFM ID	HR'S W'KED	NO. OF D'BLE PER SESS- ION	SPOT ID. BY LETTER ABOVE	ID OF SPOT PER DOUBLE	SCALE WAGES	PENSION CONTRI- BUTION	WORK DUES	OTHER
1. (LEADER)										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17. CONTRACTOR										
18. COPYIST										
19. ORCHESTRATOR										
20. ARRANGER										

\$

ADDITIONAL TERMS AND CONDITIONS

- 1. The terms and conditions of thie agreement include the terms set forth herein and include the terms and include the terms and conditions of such A.F. of M. Agreements that are applicable to this employment, which are incorporated by reference. The leader represents that the employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be so bound by said terms and conditions upon agreeing to accept the employment. Each employee may enforce this agreement.
- 2. The employer shall at all times have complete control of the services which the employees will render under the specification of this contract. On behalf of the employer the Leader will distribute the amount received from the employer to the employees, including themselves, as indicated on the opposite side of this contract. The amount paid to the Leader includes the cost of transportation. The employer hereby authorizes the Leader on their behalf to replace any employee 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 employees 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 employees. The employer 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 contract must be members of the American Federation of Musicians.
- 3. It is agreed that all the rules, laws and regulations of the American Federation of Musicians, 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 Federations, 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 employer represents that there does not exist against them, in favor of any employee-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for any such employer. It is agreed that no employee-member of the American Federation of Musicians will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part. The employer 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 requirements of the Federation, shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers 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 employer 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 made payable to the Leader on behalf of the musicians entitled thereto.

MUSICIANS' PENSION FUND OF CANADA (MPF Canada) 200 Yorkland Blvd, Suite 605, Toronto, Ontario 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 A. F. of M. Agreement. This percentage is to be computed at scale. Cheques made payable to the order of the Musicians' Pension Fund of Canada.

There are to be 6 copies of this contract.

- a) You should retain one copy for your files and send all other copies to the Local Union in whose jurisdiction the engagement was played.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) Your cheque for the pension contribution shall also accompany the contracts sent to the Local Union, and made payable to the Musicians' Pension Fund of Canada.

d) The Local Union shall distribute the copies of the contracts as follows:

- 1. The original and an additional copy (total 2) to the Musicians' Pension Fund of Canada.
- 2. One copy returned to the employer, if required.
- 3. One copy to be retained by the Local Union.
- 4. One copy returned to the Leader.

Please retain a copy for your records