



## MEMBER SERVICES AGREEMENT

### PRODUCTION AND PROGRAMMING USES ON CANADIAN PAY CABLE/SPECIALTY CHANNELS

For programming produced in Canada, by Canadian-based Independent Producers, intended for broadcast on Canadian pay cable networks, including informational and/or educational channels, generally referred to as Specialty Channel.

#### **The following shall apply to the engagement of Musicians:**

The number of musicians engaged shall remain constant throughout each session.

#### **CALL, SESSION, REHEARSAL, BREAK TIMES**

The Minimum Call shall be three (3) hours. The Maximum call shall be five (5) hours.

Two (2) Sessions Maximum during any given ten (10) hour period.

Rehearsal is a two (2) hour minimum call. This call/rate includes: music, sound checks, camera placements lighting, costumes, etc. If Rehearsals, etc., are recorded full, three (3) hour minimum session rates will be applied.

Minimum meal break between sessions shall be one and one-half (1-1/2) hours. Breaks during sessions shall be ten (10) minutes per hour worked, which is not to be taken during first thirty (30) minutes, nor during last thirty (30) minutes, unless used as break before unscheduled overtime commences.

The minimum three (3) hour call on any given day of videotaping, except for programming produced for daily weekday, broadcast, wherein the same musician(s)/orchestra/studio band is utilized, the minimum call shall be two (2) hours.

#### **RATES**

Work Time Rate: = \$51.50 per hour x3 hour minimum call  
Broadcast Rate: = \$79.35 per 30 minutes of programming, or part thereof  
Example: 30 minute program = 3 (hours work time) x \$51.50 = \$154.50 + \$79.35 = \$233.85  
1 hour program = \$154.50 + 158.70 = \$313.20

#### **Leader Fee:**

- up to three (3) musicians engaged @ 50% extra
- up to five (5) musicians @ 75% extra
- six (6) or more musicians @ 100% extra
- when ten (10) or more musicians are engaged, one (1) playing side musician will be designated by the Leader, to be the Contractor who will be paid @ 50% extra.

Rehearsals, etc. (as above) = \$51.50 per hour x2 hour minimum, or part thereof

Scheduled Overtime = \$25.75 per 30 minutes, or part thereof  
Unscheduled overtime = \$25.75 per 15 minutes, or part thereof

Notes: (i) Subject to the payment of the minimum fee for thirty (30) minute program, as provided herein, up to 5 minutes of music may be recorded for use as themes, cues, ID's, stings, bumpers, segue, etcetera,  
(a) by pay cable networks/specialty channels, or,  
(b) on programs which are broadcast as a seasonal series (maximum 13 episodes);  
(ii) It being further understood that **RELEASE** and **DISTRIBUTION** terms to apply as may be appropriate to all music produced hereunder (see page 3).

Total programming shall be designated, contracted and paid for, according to the above formula and for release and distribution of the finished product within 14 days of the completion of the original session(s).

The music recorded is designated for, and once synchronized to the mastered film(s), the audio track(s) may not be separated from the film(s) and/or utilized for any different 'show', 'program' or 'purpose'. Additional programming may be edited from the master film(s) at some later date, (which does not require additional member services), upon payment of \$79.35 per 15 minute segment, or part thereof, plus all additional benefits and distribution uses as herein provided.

### **CONTRACTING PROCEDURES AND LEADER/CONTRACTOR OBLIGATIONS**

In conformity with AFM contracting procedures, the producer shall contract member services with one member being the designated Leader, who shall be responsible for engaging the musician(s) required by the producer and providing a properly completed contract in conformity with the terms herein.

It is incumbent on the Leader and/or Contractor to maintain strict adherence to all terms and conditions under this Agreement, and, all AFM-CFM/Local rules/regulations as may be appropriate, which are incorporated herein by reference. The engaging/disengaging of members, or, minimum performing standards related to length of sessions, rest periods, additional fees, etc., shall be as detailed within the regulations and/or Bylaws of the AFM-CFM and/or the AFM Local having appropriate jurisdiction over the members and services provided herein. The producer acknowledges and agrees that the member musician(s) engaged herein will not knowingly be required to perform and/or provide services in any manner contrary to these minimum professional standards, nor contrary to any obligations owed by said members, to the AFM-CFM and AFM Locals.

### **MUSICIANS PENSION FUND of CANADA CONTRIBUTIONS**

Pension equivalent to (twelve) 12% of the scale fees shall be calculated on all musician fees, and shall be paid by the producer, over and above the scale fees. Contributions shall be forwarded under a separate cheque, payable to Musicians Pension Fund Canada. This cheque to be included in the package with the payment to the Leader, Contractor and/or Local Office.

### **WORK DUES AND ADMINISTRATION FEES**

With regard to the effective administration of this agreement, contracts, etc., the producer agrees to a work dues check off, as follows:

- (a) deduct \_\_\_% from the Leader's cheque (representing the 'work dues' owed by AFM members engaged herein), and;
- (b) 'match' this amount as the Producer's share of administrative costs herein, and;
- (c) include both amounts in a cheque made payable to: \_\_\_\_\_, AFM Local \_\_\_\_\_ and;

(d) include this cheque along with all payments as provided herein.

Remainder of total fees payable, to be forwarded (under one cheque) to the Leader named on the contract, who is responsible to pay the members of his/her band.

All cheques payable hereunder, shall be provided by the Producer to the Leader who shall forward all necessary copies of contracts, cheques, etc. to the AFM Local having jurisdiction herein.

Upon receipt of, acceptance of, and/or deposit of contracts, all cheques, by the Local, the Local will confirm to the producer that they are entitled to sell/distribute the programming produced herein, according to the distribution uses purchased according to the scale fees as stipulated herein. In addition the Local shall provide an itemized receipt to the Leader for Work Dues paid/received.

### **RELEASE AND DISTRIBUTION**

Upon the initial payment of the scale fees as contracted, full unlimited release rights for Canadian pay cable networks, for one (1) year from date of first airing, will establish the one (1) year broadcast window.

During the initial programming period, the producer has the option to prepay additional pay cable sales/distribution as follows:

1. For US pay cable networks - an additional 50% of original scale fees, for one (1) year unlimited release rights from date of first airing.
2. For worldwide pay cable networks - an additional 50% of original scale fees for one year unlimited release rights from date of first airing, or;
3. Unlimited release rights for Worldwide pay cable networks for a period of three (3) years from date of first airing, provided, this option is designated on the original session contract, and, all 'scale' fees are paid @ 100% extra.

All sales/distribution (uses) not provided for herein and/or changes to the provisions of this agreement are only permitted with express agreement of the AFM's Vice-President from Canada and/or the authorized designee of that position. It is also agreed and understood any New Uses of the initial content recorded will only be accommodated upon additional payment to the musician(s), and in conformity with minimum scale fees attributable for said use(s), under to the appropriate AFM/CFM agreement.

We acknowledge and agree with the AFM that an AFM Local member covered by a Letter of Adherence or similar agreement between us and the AFM (the "Agreement") does not have the authority to execute any agreements, waivers, releases and/or any other documents (collectively a "Release and Waiver") which actually or purport in any way to adversely amend, abridge, alter or otherwise change such member's rights or obligations (which, for such purpose shall include, without limitation, a waiver or release of fees and/or royalties for recordings and/or other media releases relating to the member or his or her works) pursuant to either the Agreement or the Bylaws of the AFM and/or its Locals. Any such Release and Waiver, if so executed by a member, shall be considered for all such purposes to be invalid and unenforceable by us against such individual member and/or the AFM and its Locals.

	<b>For completion by Federation:</b>
<b>Company Name</b>	Name
Name and Title of Authorized Officer:	Signature <span style="float: right;">Date (DD/MM/YEAR)</span>
Signature <span style="float: right;">Date (DD/MM/YEAR)</span>	For Additional information about filing of contracts, fees, terms etc., please contact AFM Local # _____
Address	Name of Local Officer
City <span style="margin-left: 100px;">Province</span> <span style="margin-left: 100px;">Postal Code</span>	Title
Telephone <span style="margin-left: 100px;">Fax</span> <span style="margin-left: 100px;">Email</span>	Telephone <span style="margin-left: 100px;">Fax</span> <span style="margin-left: 100px;">Email</span>
Website	Copied to Local by email on Date: _____