



Memorandum of Agreement

Between

**Musicians Association of Newfoundland and
Labrador/Canadian Federation of Musicians**

(Local 820/CFM)

and

Music Newfoundland and Labrador

(MusicNL)

PREAMBLE

This Agreement sets out the terms and conditions under which Music Newfoundland and Labrador (hereinafter referred to as "MusicNL") engages Musicians and other persons covered by this Agreement within the exclusive jurisdiction of the Musicians Association of Newfoundland and Labrador, AFM/CFM Local 820 (hereinafter referred to as "Local 820").

All present provisions of the constitution, by-laws, rules and regulations of the Local 820 and/or AFM/CFM, insofar as the foregoing, do not conflict with any of the provisions of this Agreement, made part of this contract. For greater certainty, in the event that any such conflict should appear, the provisions of this Agreement shall prevail.

Canadian Federation of Musicians (CFM) is the Canadian National office of the American Federation of Musicians of the United States and Canada (AFM), is the Canadian based organization for all AFM activities within Canada and its Territories, and which governs Canadian Agreements, AFM Canadian members and AFM Canadian Locals.

MusicNL recognizes Local 820 and CFM as the exclusive bargaining agents for all musicians, performers and other artists engaged for, or performing at, MusicNL Awards shows and Showcases.

MusicNL and Local 820 agree that this Memorandum of Agreement (MOA) is a Voluntary Recognition Agreement as understood pursuant to the governing legislation of Newfoundland, and that Locals 820 will file this MOA as a Voluntary Recognition Agreement with the Newfoundland Labour Relations Board. MusicNL and the parties agree once so filed, this MOA will constitute a binding Voluntary Recognition Agreement as understood pursuant to the above legislation.

This Agreement made the 31st day of October 2025, by and between the CFM, and, MusicNL, hereinafter referred to as the Producer or MusicNL.

1. TERM

The term of this Agreement shall be from November 1, 2025 through October 31, 2026. The parties agree to set dates to bargain a successor agreement by April 30, 2026, or the very earliest date of availability thereafter. If the parties fail to execute a new Agreement on or before the expiry date, extension of this Agreement shall continue on a year-to-year basis and shall be a matter of mutual consent between the parties.

2. LOCAL 820 and/or CFM REPRESENTATION

Local 820 shall be entitled to a total of two (2) complimentary Conference credentials, such credentials to be used for the sole purpose of allowing Local 820 to gain access to all venues for the purpose of conferring with the musicians. Local 820 and/or the CFM will also be permitted to place inserts in the delegate bags and/or host a networking event (i.e. Network Mixer) and/or be permitted to display a banner or informational booth – all of which to be at the expense of Local 820 or the CFM. These terms may be amended by way of separate sponsorship agreement, should the parties choose to enter into such agreement.

3. Showcase Performances

A) **Ticketed Showcases:** The Producer shall pay performers engaged the minimum fees as set out in the table below. Showcasing musicians, this is a musician not performing at the awards show, shall perform no longer than thirty (30) minutes. All musicians shall have the right to negotiate higher fees than the minimums provided for below. MusicNL shall, not later than five (5) days prior to performances, forward the preliminary spreadsheet of all performers to Local 820. The attached Schedule 1 shall form part of this agreement, which shall apply to all performing artists performing, including those under a temporary member permit. MusicNL will also provide all-access conference badges to each musician showcasing at the event.

Year	Leader Minimum Fee	Sideman Minimum Fee	Pension
2025	\$150	\$150	10%

B) **Community Showcases:** which are free and accessible to the public may qualify for Music Performance Trust Fund co-sponsorship, at fifty-percent (50%) of the compensation and pension rates set forth below;

Performance Fee (up to 30 minutes): \$150/musician

Pension shall be remitted at ten percent (10%) over and above performance compensation.

Work dues at five and one-half percent (5.5%) shall be deducted from the musician's compensation and remitted to the Local of jurisdiction.

Full Concerts of 1 hour or longer, shall be prorated accordingly based upon the above and the rates, or the Local 820 Tarriff of fees.

4. Miscellaneous Engagements

Musicians engaged for other performances, such as opening receptions, Mayor's reception (excluding Showcases & Awards Shows) shall be engaged in accordance with Local 820's Tariff of Fees. MusicNL shall, not later than five (5) days prior to performances, forward a preliminary spreadsheet of all performers, to the Host Local. In lieu of standard CFM contracts form, the performer spreadsheet and Schedule 1 below shall form part of this agreement.

5. Awards Shows

The minimum fee will be \$150 per musician. This fee covers one (1) sound check and live performance rates.

MusicNL will make a ten-percent (10%) pension contribution, which is to be over and above all performance fees, and remitted on behalf of all performing musicians. See Section 7 of this Agreement. The Producer will also provide hotel accommodation for all travelling/out of province musicians performing the Awards Show and provide all-access conference badges to each such musician.

House Band: Rates for House Band to be guided by the Tarriff of Fees set by Local 820.

6. TEMPORARY MEMBER PERMITS & DUES

Musicians who are not members of the AFM must be engaged under the provisions of this Agreement by way of Temporary Member Permits (TMP). The TMP provision will apply to all engagements covered by this Agreement unless otherwise provided for. A musician engaged under a TMP cannot act as a Leader unless the entire group is composed of TMPs.

The TMP fee shall be deducted from the non-member's contract fee as follows: Individual Non-Member Rate: \$5; Groups of 3 or more: \$15.

Five (5) days prior to the performances MusicNL will provide a master list of performers to Local 820 or the CFM for the purposes of determining AFM/CFM membership status of the engaged musician(s). The list must include band or stage/performance name, and the first and last name of each individual as it appears on their birth record. Local 820 and/or CFM will assist the MusicNL by providing a sample spreadsheet listing the compensation, work dues and pension amounts, and permits where applicable.

For musicians engaged, MusicNL will deduct or pay on the musicians behalf, work dues in the amount of two and one half (2.5%) percent of the scales listed in Sections 3(A) and 5 above. TMP deductions and AFM work dues pursuant to this Article will be remitted by the MusicNL, payable to Local 820 within thirty (30) days of the completion of the Event. MusicNL will also provide a complete, final list of performing musicians to Local 820 or CFM within thirty (30) days of the completion of the Event.

In the event any non-member musician requests it, a receipt for the TMP will be issued. TMP fees paid can be applied towards Local 820 membership, provided the musician applies for membership within six (6) months of the Event.

7. MUSICIANS' PENSION FUND of CANADA (MPFC)

MusicNL shall contribute the amounts as stipulated under Sections 3 and 6 above, of which are to be remitted over and above the prescribed minimum fees. MusicNL will remit such contributions to Local 820 under separate cheque/transfer, which will be remitted by Local 820 to the MPFC on MusicNL's behalf. This remittance shall be made by MusicNL within thirty (30) days after the conclusion of the Event.

8. ELECTRONIC MEDIA

MusicNL has the right to record a 'not for commercial use' archival recording, of which segments of three (3) minutes or less may be used for news, news magazine programs, and on MusicNL's online platforms only. A copy of any such recording(s) shall be filed with the CFM. Commercial use of such recordings will be possible only after signing the applicable Agreement covering such commercial use.

MusicNL shall ensure that no performance or rehearsal will be professionally recorded, reproduced, made available for commercial distribution, nor transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a specific written agreement with, or approved in writing by, the CFM relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration, and the CFM may enforce this prohibition in any court of competent jurisdiction.

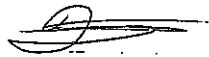
The fees and conditions contained in this Agreement are specific to "live engagements" only. MusicNL acknowledges that the CFM has in place negotiated Agreements with all sectors of electronic media. Therefore, in the event of any recording, reproduction or transmission of any kind and for any purpose, MusicNL or the Producer of such program, recording, or the like, will sign a Letter of Adherence to the appropriate CFM Agreement, and the terms and conditions of that Agreement, including but not limited to, the payment of applicable fees and benefits, shall be in effect as well as those of this Agreement.

No musicians shall be required to sign waivers/releases of any kind relating to their performance, intellectual property rights (including but not limited to royalties, reuse or new use) or materials without the prior consultation and consent of the CFM.

The parties have signed this agreement as of the day and year first written above.

For Local 820 AFM/CFM:

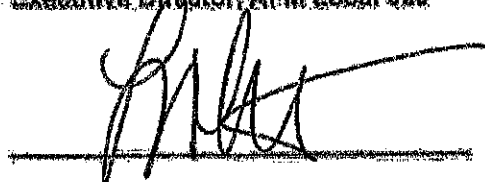
For Music Newfoundland and Labrador:



Roxalline MacPhail, Vice President

Tamara Kater, Executive Director

Executive Director, AFM Local 820



Oct 31, 2025

Liana White, Executive Director

CFM

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 themselves, 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 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 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 them, 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 itself, or having same signed by a representative/designee, acknowledges 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.

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