



UNITY • HARMONY • ARTISTRY

**AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES & CANADA**

**LETTER OF ADHERENCE
SOUND RECORDING LABOR
SINGLE PROJECT SHORT FORM AGREEMENT**

(for use in Canada only)



This Agreement between the Canadian Federation of Musicians (“CFM”), an organization of the American Federation of Musicians of the United States and Canada (“AFM”), and,

_____ (“Producer”),
(company/label)

as it solely relates to:

_____ (recording project)

by the following with the following artist/band _____,
the recording of which will commence on or after: _____.

(start date of recording)

1. Terms and Conditions

- (a) for this project ONLY, the Producer agrees to abide by and be obligated to all the terms and working conditions of the AFM Sound Recording Labor Agreement (**February 1, 2017 – January 31, 2020 Extended**), Sound Recording Special Payments Fund Agreement, and the Sound Recording Trust Agreement, with respect to Sound Recordings produced under this Letter of Adherence which are hereby incorporated into this Agreement, and which are hereby incorporated into this Agreement.
- (b) If the Producer shall sell, assign, lease, license, or otherwise transfer title to, or give permission to use any master record produced under this Agreement for the purpose of allowing such party to manufacture Sound Recordings (or other devices reproducing sound) for sale, the Producer shall obtain from such party a separate Assumption Agreement requiring such party to comply with the terms of the Sound Recording Special Payments Fund Agreement and the Sound Recording Trust Agreement. Such Assumption Agreement shall be under the form as provided under “Schedule A” (attached). The Producer further agrees to notify the CFM, the Sound Recording Special Payments Fund and the Music Performance Fund, within thirty (30) days of each such sale, assignment, lease license or other transfer of title, with an executed copy of the Assumption Agreement.
- (c) We acknowledge and agree that musicians covered under this Adherence, or any similar Agreement between us and the AFM/CFM, do not have the authority to execute any agreements, waivers, releases and/or any other documents (collectively “Release or Waiver”), which directly or purport in any way to adversely amend, abridge, alter or otherwise change such musicians rights or obligations including, without limitation, a waiver or release of fees, royalties and/or other media releases relating to the musician(s) or their works, which are pursuant to either this Agreement, or AFM and/or Local Bylaws, nor any legislated rights (i.e. copyright). Any such Release or Waiver, if so executed by any musician(s) covered hereunder, shall be considered to be invalid and unenforceable against such musician(s) and/or the AFM/CFM and its Locals.

2. Non-Precedential, Non-Citable Basis The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as precedent and shall not be citable by either party hereto in any forum whatsoever for any purpose other than to enforce the terms hereof.

3. Authorized Representative The Parties each represent and warrant that the individual signing this Agreement on their respective behalves is authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

Accepted and Agreed:

For completion by Producer	For completion by CFM Official
Company Name _____	_____
Name of Authorized Officer _____	Signature _____ Date _____
_____	For additional information about filing of contracts, fees and terms, please contact AFM Local # _____
Signature _____ Date _____	Name: _____
Street Address _____	Title: _____
City, Province, Postal Code _____	_____
Telephone _____ Email _____	Telephone _____ Email _____

Note: "Schedule A"/Assumption Agreement on the following pages should only be completed if the sound recording(s) falling under this original Agreement are assigned, licensed or otherwise transferred to a third party.

“SCHEDULE A”

ASSUMPTION AGREEMENT

SOUND RECORDING SINGLE PROJECT SHORT FORM AGREEMENT (Canada)

The undersigned, _____,
(buyer, assignee, lessee, licensee, transferee - hereinafter referred to as the “Distributor”),

in Agreement with _____
(original production/recording company - herein referred to as the “Company”).

The Company identifying audio recordings produced from master records containing music performed or conducted by musicians covered under any AFM Sound Recording Agreement, of which the Distributor agrees to be legally bound by the terms and conditions of the applicable Sound Recording Manufactures’ Special Payments Fund Agreement and Sound Recording Trust Agreement (collectively, “Fund Agreements”) with respect to such audio recordings in the same manner as if it were signatory to the Fund Agreements. Such terms and conditions include, but are not limited to the following:

- a) The Distributor shall make payment to the Funds with respect to sales of Sound Recordings in the amount and at the time required under the Fund Agreements.
- b) The Distributor shall keep full and accurate records and accounts concerning all transactions on which payments to the Fund(s) are required in convenient form, and pursuant to approved and recognized accounting practices.
- c) The Funds shall have the right at all reasonable times during the Distributor’s business hours to have their agents examine and audit all accounts and records, including the agreement between the Company and the Distributor by which rights the identified audio recordings are transferred, as may be necessary to verify that the Distributor is complying with its payment obligation to the Fund(s).

2. It is expressly understood and agreed that the rights of the Distributor to sell such Sound Recordings shall be subject to and conditioned upon compliance with the terms and conditions of the Fund Agreements; and further agreed that the AFM/CFM (on behalf of the musicians) and the Funds shall be entitled to seek injunctive relief and damages against the Distributor, if the Distributor does not comply with the terms of the Fund Agreements.

3. The Distributor agrees that in the event it sells, assigns, leases, licenses or otherwise transfers title to or permission to use one or more Sound Recordings to another party, the Distributor will obtain from such party a newly executed Assumption Agreement covering the rights disposed of, and shall provide an executed copy of such Assumption Agreement to the AFM/CFM and to the Fund(s) within thirty (30) days of such sale, assignment, lease, license or transfer. Upon delivery of such Assumption Agreement and with the consent of the AFM/CFM, which shall not be unreasonably withheld, the Distributor shall not be further liable to the AFM/CFM or to either Fund for failing to comply with the terms of the Fund Agreement.

Both the AFM/CFM and the Fund(s) shall look exclusively to the subsequent transferee for compliance with the terms of the Fund Agreement(s) with respect to the rights acquired. In the event the Distributor fails to deliver such Assumption Agreement, or the AFM/CFM reasonably withholds its consent or both, the Distributor shall continue to be liable for compliance with the terms of the Fund Agreements with respect to the use of the audio recordings by such third party.

4. Except as provided in the preceding paragraph, the Distributor shall be liable for the payments and other obligations described above, based only upon rights actually acquired by the Distributor, and only for the period it holds such rights.

Album or single Sound Recording being Licensed or otherwise Transferred to the Distributor named above and below:

- 1. _____
- 2. _____
- 3. _____

(if more space is needed attach a separate listing here to)

