



CANADIAN FEDERATION OF MUSICIANS

An Organization of the American Federation of Musicians of the United States and Canada

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MEMBER SERVICES AGREEMENT

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

ENGAGEMENT/PERFORMANCE CONDITIONS & SCALES:

1. The Work Time rate applies to session times.
2. The number of musicians engaged is to remain constant throughout each session.
3. Minimum call three [3] hours.
4. Maximum call five [5] hours.
5. Maximum two [2] sessions during any given ten [10] hour period.
6. Minimum Meal Break between sessions will be one-hour-thirty-minutes [1hr 30min]. Breaks during sessions at ten [10] minutes per hour. Not to be taken during first thirty [30] minutes, nor during the last thirty [30] minutes, unless taken as break before unscheduled overtime commences.

Note: (a) Minimum 3 hour call on any given day of video taping except for programming produced for daily weekday/broadcast wherein the same member/orchestra (studio band) is utilized, the minimum call on any given day may be 2 hours; (b) Rehearsals distinct from 3 hour session call for (no video taping) music rehearsal, sound checks, camera placements lighting/costume, etc. – minimum call 2 hours at work time rate.

Work Time Rate = \$51.50 per hour

Additional Time = \$25.75 for 30 minute segments, or part thereof

Unscheduled overtime = \$25.75 per 15 minute segment, or part thereof

Broadcast Air Rate = \$79.35 per 30 minute program, or segment thereof, in which the member's recorded services are utilized

Example: 30 minute program = 3 x \$51.50 = \$154.50 (+) \$79.35 = \$233.85, additional programming from same session = \$79.35 per 30 minutes

Leader Fee Calculations:

1 to 3 musicians engaged @ 50% extra

4 or 5 musicians @ 75% extra

6 or more musicians @ 100% extra

10 or more musicians engaged, 1 playing side musician (other than the leader), shall be designated by the Leader, to act as the contractor/steward and will be paid an 50% extra

THEMES, CUES, ID'S STINGS BUMPERS, SEGUES:

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

GENERAL CONDITIONS:

1. Within fourteen (14) days of the completion of the original session(s), all final programming shall be designated, contracted and paid for, according to the above formula.
2. The recorded music is designated for, and, once synchronized to the mastered film(s), the audio track(s) may not be separated from the film(s), nor utilized for any other/new show, program, or purpose.
3. Additional programming may be edited from the master film(s) at some later date, provided such editing does not require additional musical services, upon an additional payment of \$79.35 per fifteen (15) minute segment, or part thereof, plus, all additional benefits and distribution uses provided hereunder.
4. In conformity with AFM/CFM contracting procedures, the Producer shall contract member services, with one (1) member being the designated Leader, who shall be responsible for engaging the musician(s) required, and providing a properly completed contract in conformity with the terms herein.
5. In conformity with AFM/CFM and/or AFM Local rules and regulations, it is incumbent on the Leader and/or Contractor to maintain strict adherence to all terms and conditions provided, and, all such rules/regulations as may be appropriate, and incorporated herein by reference. The engaging/disengaging of musicians, or, minimum performing standards related to length of sessions, rest periods, additional fees, shall be as detailed within the rules/regulations and/or Bylaws of the AFM, and/or, the Bylaws of the AFM Local having jurisdiction over the location of the engagement.
6. The Producer agrees and acknowledges that the musician(s) engaged will not knowingly be required to perform/ provide services in any manner contrary to these minimum professional standards, nor contrary to any obligations owed by said members, to the AFM/CFM or their Locals.

MUSICIANS PENSION FUND of CANADA (MPF Canada) CONTRIBUTIONS:

Pension shall be calculated at twelve-percent (12%) over and above all musicians scale fees. Such contribution shall be paid by the Producer, and forwarded by a separate cheque payable to the Musicians Pension Fund Canada. This cheque should be included in the package with all other payments to the Leader.

WORK DUES AND ADMINISTRATIVE PROCESSING FEES:

With regard to the administration of the contracts and remittances, **the Producer acknowledges their additional requirement to:**

- (a) deduct _____% in Work Dues from each musicians compensation - including Temporary Membership Permittee, when applicable. The remainder of total fees are to be forwarded (under one cheque) to the Leader, whom is responsible to pay the members of their band. As confirmed below, receipts for dues paid will be issued to the musicians by the Local of record.
- (b) remit the same/equal amount of the above total Work Dues deduction from all musicians, reflecting the administrative fee for contract processing;
- (c) process and remit the total of both amounts under one (producer company) cheque, payable to: _____, AFM Local _____.

Unless alternate arrangements have been made directly with the AFM Local or National Office (CFM), then all payments/cheques shall be issued by the Producer, to the Leader, whose responsibility it shall be to forward all necessary copies of contracts, cheques for Work Dues and Admin fees, etc., to the AFM Local having jurisdiction. The Local shall provide an itemized receipt to the Leader for Work Dues paid/received herein.

Upon receipt, acceptance, and/or deposit of all cheques and documents, the Local or CFM, will confirm to the Producer that they are entitled to sell/distribute the programming, according to the distribution uses stipulated below.

RELEASE AND DISTRIBUTION:

Upon initial payment of scale fees as declared and contracted herein, full unlimited release rights on Canadian, pay cable networks, for one (1) year from date of first airing - establishing a one (1) year broadcast window.

During this initial programming period, the Producer has the option to prepay additional sales/distribution as follows:

1. For US pay cable networks only, an additional fifty-percent (50%) of original scale fees, for one (1) year unlimited release rights from the date of the first airing.
2. For World pay cable networks only (not including U.S.), or, in if addition to U.S. pay cable networks - an additional fifty-percent (50%) of original scale fees for one (1) year unlimited release rights from date of first airing, or;
3. Pre-Paid Unlimited World Wide Release Rights - Canada, 'US', and 'rest of world' for three (3) years from date of first airing, provided;
 - (a) this is designated on the original contract/at time of initial performance/program release, and
 - (b) all 'scale' fees are paid at one-hundred-percent (100%) extra.

All sales/distribution (uses) not provided for, and/or changes to the provisions of this Agreement are only permitted with the expressed agreement of, or negotiation with the AFM's Vice-President from Canada.

It is also understood that agreement for new uses will usually be accommodated upon additional payment being made to the contracted musician(s), in conformity with minimum scale fees attributable for said

use(s), pursuant to the appropriate AFM/CFM agreement, which shall be determined by the National Office (CFM).

PRODUCERS ACKNOWLEDGMENTS, DETAILS,

We, the Producers of the program named below, acknowledge and agree with the AFM/CFM that musicians covered under AFM/CFM Letter of Adherence, or similar Agreement between, us and the AFM/CFM (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 right 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 musician working/performing under this or any AFM/CFM Agreement, shall be considered for all such purposes to be invalid and unenforceable by us against any such individual member and/or the AFM/CFM and its Locals.

PRODUCTION TITLE: _____

	AFM/CFM National Office Official Acceptance:
Producer/Production Company Name	Name & Title
Name and Title of Authorized Officer:	Signature _____ Date (DD/MM/YEAR) _____ For Additional information on filing of contracts, terms and remittances, please contact AFM Local #
Signature _____ Date (DD/MM/YEAR) _____	Local Official/Officer
Address	Title
City _____ Province _____ Postal Code _____	Telephone _____ Email _____
Telephone _____ Fax _____	_____
Email _____	_____
Website _____	_____