



# AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

## AFM -CANADIAN OFFICE- MEMBER SERVICES AGREEMENT

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

For programming produced in Canada by Independent Canadian producers, intended for initial broadcast on Canadian pay cable networks, including informational and/or educational channels, generally referred to as 'Specialty Channels'.

For payment to AFM musician/members, the following to apply:

A 'Work Time' rate to apply to session times. Number of members engaged to remain constant throughout each session. Minimum call of 3 hours; maximum call 5 hours. Maximum 2 sessions during any given 10 hour period. Minimum meal break between sessions - 1 1/2 hours. Breaks during sessions @ 10 minutes per hour. Not to be taken during first 1/2 hour or during last 1/2 hour unless used 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 @ work time rate, etc.*

Work Time Rate = \$51.50 per hour.

Additional time in 1/2 hour segments, or part thereof @ \$25.75

Unscheduled overtime @ \$25.75 per 15 minute segment

In addition, a 'Broadcast Air Rate' to be paid for all programming, in which the member's recorded/videotaped services are utilized - @ \$79.35 per 1/2 hour or segment thereof.

*Example - Minimum fee for 1/2 hour of programming - (3 x \$51.50 = \$154.50) + (\$79.35) = \$233.85*

*Additional programming from same session @ 79.35 per 1/2 hour*

Leader fee - up to 3 musicians engaged @ 50% extra

- 4 or 5 musicians @ 75% extra

- 6 or more musicians @ 100% extra

- when 10 or more musicians engaged, one playing side musician (other than the leader), shall be designated by the Leader to act as the orchestra's contractor/steward and paid @ 50% extra.

Notes: (i) Subject to the payment of the minimum fee for 1/2 a hour of programming 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 programmes 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 as also provided herein, within 14 days of the completion of the original session(s). The music recorded herein 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 rate payment of \$79.35 per 15 minute segment, or part thereof, plus all additional benefits and distribution uses as herein provided.

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.

*Also, in conformity with AFM/Local rules/regulations, it is incumbent on the Leader and/or contractor to maintain strict adherence to all terms and conditions as herein provided and all AFM/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 rules/regulations and/or Bylaws of the AFM and/or those of 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, and/ or contrary to any obligations owed by said members, to the AFM and/or their Locals.*

### **AFM/EPW FUND CONTRIBUTIONS**

Pension calculated on all musician fees payable hereunder; a pension fund contribution shall be paid by the producer, equivalent to 11% of total fees earned, and forwarded by a separate cheque made payable to AFM/EPW Fund (Canada). This cheque to be included with the payment to the Leader.

### **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: - need to confirm with Local

- (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, etc., by the Local, the Local will confirm to the producer that he/she is 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 herein.

### **RELEASE AND DISTRIBUTION**

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

During this 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 year 'unlimited' release rights from date of first airing.
2. For 'rest of world' 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 'Canada', 'US', and 'rest of world' for pay cable networks for a period of three years from date of first airing, provided;**
  - (a) **this option 3 is designated on the original contract, and**
  - (b) **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 expressed agreement being negotiated by 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 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.*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name & Title of Authorized Officer

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
email web

FOR COMPLETION BY AFM EMSD OR DESIGNEE	
AFM Acceptance By:	
_____ Name of AFM Representative	
_____ Signature	_____ Date
For additional information about filing of contracts, fees, terms etc. please contact AFM Local #: _____	
_____ Name of Local Official	
_____ Title	
_____ Telephone	_____ Fax
Copied to Local by ___ fax ___ mail on ___/___/___	