



AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

FORM T2C – TRAVELLING ENGAGEMENT CONTRACT

(U.S. ENGAGEMENTS ONLY INVOLVING CANADIAN MUSICIANS)

Form T2C
Side I

Whereas this contract is entered into by the undersigned engager (herein referred to as the "Purchaser") for the personal services of the musician(s)/performer(s) whose name(s) are listed below (herein referred to as the "Musicians") who are engaged severally through their representative, being the undersigned Leader. This contract confirms that, said Musician(s) will hold themselves available to perform according to the terms and conditions set out in herein.

Name of Orchestra/Group: _____ consisting of _____ Musician(s).
(state number)

AND WHEREAS, it is acknowledged by all parties named herein, that the Musician(s) (including their representative Leader) are members of Local(s) (herein referred to as the "Local") of the American Federation of Musicians of the United States and Canada (herein referred to as the "AFM") and nothing in this contract shall ever be so construed as to interfere with any obligations which the Musicians may owe to their respective Local as provided under its rules, regulations, bylaws or constitution and those of the AFM which, under the circumstances, may be appropriate;

AND WHEREAS, said member Musician(s) (including the Leader) according to said rules, are bound to adhere to the professional standards (code of ethics) as established and maintained by the AFM and its Locals;

AND WHEREAS, the terms and conditions set out in (i) the recitals hereto and (ii) in **SCHEDULE I** on Side II hereof, all of which form an integral part of this contract in conjunction with the details specified in this **SECTION A**, and as in attached rider. Rider attached? Yes No

NOW THEREFORE, for the good and valuable considerations set out herein, the parties expressly agree further as follows:

SECTION A - Particulars of Performance(s) - Purpose: _____
(Show, Dance, Concert, Liquor Licensed Lounge, Club, etc.)

Venue: (name, address, telephone number, etc.) _____

Date(s) of performance(s): _____

Hours: _____
(Number of Performances/sets, Starting time, Finishing times etc.)

Special requirements: _____

TOTAL FEE AGREED UPON: \$ _____ (Please state: when payable and method of payment i.e. cash, certified cheque etc.)

Leader To Be Paid As Follows: DEPOSIT AMOUNT (non-refundable): \$ _____ (to be included with signed copy of contract);

BALANCE AMOUNT: \$ _____ **TO BE PAID:** (M) _____ (D) _____ (Y) _____ **CASH** **CERTIFIED CHEQUE**

OTHER (please specify) _____

Purchaser's Name: _____
(Or state proper corporate name)

Leader's Name: _____
(Or state proper corporate name of band/orchestra)

Mailing Address: _____

Mailing Address: _____

City: _____

City: _____

State: _____ **Zip Code:** _____

Province: _____ **Postal Code:** _____

Phone: () _____ **Fax:** _____

Phone: () _____ **Fax:** _____

E-Mail: _____

E-Mail: _____

The Signatory to this contract accepts personal liability for the fees payable herein, unless said Signatory is the authorized representative of a purchaser who is financially solvent and has the legal capacity to be bound by all provisions hereof.

The Signatory/Leader in signing this contract acknowledges being the Musician(s)' representative who, on behalf of the Musician(s) named herein, agree to provide the performance(s) according to the terms set out above and in Schedule 1 (see Side II).

We, the signatory parties, confirm the terms detailed herein and in SCHEDULE 1 on the reverse or as attached:

_____/_____/_____
Purchaser's Signature month day year

_____/_____/_____
Leader's Signature month day year

MUSICIAN(S) NAME	LOCAL #	FEE PAID	Individual Taxpayer Identification Number (ITIN)
LEADER:			

If additional space is needed, add names on a separate sheet attached as a rider hereto)

NOTICE: This form of contract is protected by copyright. Its use to cover the services of any Musician(s) who are not members of the AFM is strictly prohibited and may subject the non-member user to legal sanctions.

Side II – Form T2C

SCHEDULE 1 – WHICH BY REFERENCE ARE ADDITIONAL TERMS/CONDITIONS OF THIS CONTRACT (SIDE 1) TO WHICH THE PARTIES HAVE AGREED.

The parties to this contract shall not permit any performance(s) or rehearsal(s) related to the performance(s) to be recorded, reproduced, broadcast, transmitted or re-transmitted in any manner, or in any media, or by any means whatsoever, in the absence of a specific written agreement with the AFM, or the Local having jurisdiction over the performance(s) contracted herein, and agree that an authorized representative of the AFM and/or its Locals may enforce this prohibition in any court of competent jurisdiction.

The parties further confirm that the AFM and/or its Locals accept no liability, either express or implied, with respect to said performance(s) and/or rehearsal(s), and that, the AFM and its Locals are fully indemnified by the parties hereto for any and all claims, losses or liabilities resulting therefrom.

The Purchaser: (i) shall provide performance facilities which are adequate for the health and safety of the Musicians and their equipment, and; (ii) agrees that the Business Representative of the Musician(s) Local in whose jurisdiction the Musician(s) are performing, shall have access to the venue in which the Musician(s) rehearse/perform for the purpose of conferring with the Musician(s), and; (iii) hereby authorizes the Leader to replace any Musician(s) who, by illness, absence, or for any other personal or professional reason, does not perform or can not perform any or all of the services contracted for herein without liability to the purchaser, and; (iv) represents and warrants that there does not exist against the Purchaser any outstanding claim in favor of any Musician(s), the AFM or its Local(s) and agrees that no Musician(s) of any Local will be required to perform any provisions of this contract or to render any services for the Purchaser, as long as any monetary judgment by a court against the Purchaser, in favor of the AFM, any Local or its Musician(s), remains unsatisfied or unpaid, in whole or in part. The Leader shall distribute the fees received from the Purchaser to the Musician(s) in the manner prescribed by AFM Bylaws and/or those of the Local having jurisdiction over the performance(s) detailed on Side 1 hereof.

The Artist(s) is retained by the Purchaser only for the purposes and to the extent set forth in this agreement. The Artist's relation to the Purchaser is that of an independent contractor in business as a professional musician. Artist shall not be considered under the provisions of this agreement or otherwise as being an employee of the Purchaser or entitled to participate in any plans, arrangements, or distributions by the Purchaser or similar benefits for its regular employees. The Purchaser shall not withhold federal or state income taxes for the Artists, nor compensation or unemployment insurance funds. Artist shall indemnify and hold harmless the Purchaser from and against any claim for taxes, workers' compensation and unemployment benefits by any governmental agency arising from the Artist's rendering of services under this agreement. The Artist represents and warrants that he/she will report for tax purposes all compensation under this agreement as an independent contractor.

GOVERNING STATUTES AND OTHER LEGAL REQUIREMENTS:

The parties to this contract will submit every claim, dispute, controversy or difference involving the performance(s) and arising out of, or connected with this contract, to the Local having jurisdiction herein, or to the Federation Office, whichever may be appropriate in the circumstances. If such submission does not result in a mutually acceptable settlement of the matter(s) in dispute, either signatory party to this contract may initiate proceedings in a United States court of competent jurisdiction to have the disputed matters adjudicated. For purpose of adjudication and unless otherwise agreed to by the parties in writing, this contract and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State or Territory in which the performance(s) occurs and the laws of the United States of America applicable therein. If any provision of this contract is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this contract and the remainder of this contract will remain in full force and effect and will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom. This contract may be executed in one or more counterparts, all of which together will constitute one and the same contract, and one or more of such counterparts may be delivered by facsimile transmission. This contract including the recitals hereto, Section A, Schedule 1 and any addendum(s)/rider(s) authorized and/or, signed by the parties and attached hereto constitutes the entire agreement with respect to the matters described herein, and it supersedes any and all other oral or other written contracts or representations between the parties and it shall not be altered further, except by an amendment in writing signed by all the parties hereto.

In addition to the fees set out in Section A, the Purchaser shall obtain and pay any and all licenses, approvals, consents, permits, fees and royalties required to be obtained, including but not limited to public performing rights fees to be paid to any other person, firm, corporation, organization, governmental authority, (or agent thereof) legally entitled to require licensing, payment of fees, approvals, permits and consents pursuant to the Copyright Act or otherwise concerning the performance(s) and shall fully indemnify and save harmless the Musician(s), the AFM and its Locals from any and all claims, losses and liabilities now or hereafter arising with respect to such liabilities concerning the performance(s) and its authorized or unauthorized recording, reproduction, broadcast, transmission or re-transmission of any kind.

No party hereto will be held liable for delay, loss damage or non-fulfillment of the terms of this contract if and to the extent that such delay, loss damage or non-fulfillment is caused by an occurrence beyond the reasonable control of such party, including but not limited to proven sickness or accident to any Musician(s), delay of transportation services or accident to means of transportation, riots, strikes, epidemics, acts of God, compliance with any act, regulation, order or request of any governmental authority or agency, or any other causes, whether direct or indirect, not within the reasonable control of such party, and which by the exercise of reasonable diligence such party is unable to prevent such delay, loss damage or non-fulfillment of the provisions of this contract or otherwise to be rendered by such party hereto. Exempt from these *force majeure* provisions are engagements contracted as open air performance(s) wherein the weather being unpredictable, the payments specified herein are payable by the Purchaser unless expressly provided for otherwise in writing, by all parties hereto. Furthermore, any Musician(s) who are parties to or affected by this contract, whose performance(s) and/or services are covered hereunder, who are prevented, suspended or stopped by reason of any strike, ban, unfair list or order or requirement of the AFM, shall be free to accept and engage in other performance(s) for other purchasers of music or other leaders without any restraint, hindrance, penalty, obligation or liability hereunder whatsoever, notwithstanding any other provisions of this contract to the contrary.