

Live Performance Contract for Canada (LPCC)

(CANADIAN ENGAGEMENTS ONLY)

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA LOCAL _____, AFM

This contract is for the services of musicians, made thisday of	represented by the undersigned represent the individual Musicians severally, the Engager their services as musician ned). In their representative "Leader" are sent and Canada (herein referred to as the a (s) may owe to their respective Loamay be appropriate; and said memb	esentative (hereinafter called the r, and that the individual Musicians severns according to the terms and conditions so members of Local (s) (herein referred to e "AFM") and nothing in this contract shaped as provided under its rules, regulation ber Musician (s) including the "Leader:" a
ARTIST/ GROUP NAME :	consisting	ofMusician (s)
PARTICULARS OF ENGAGEMENT (S) Mark applicable boxes and		
Type: Steady Casual Concert Other		or approval by Local is required)
Event or Production		
Venue Address and Telephone		
Performance Date (s): Hou	urs: start/finish time:	
Rehearsal Date (s): Hou		
Note: Unspecified overtime is subject to the availability of the performing Musici	an (s) and payment of additional fees	s as agreed to by the Engager and Leader.
If applicable AFM/Local Tariffs or negotiated agreements stipulate that contrision Welfare Fund (Canada) [AFM-EPW Fund (Canada)], the Engager shall p the "Total Fee Agreed Upon" to the AFM-EPW Fund (Canada) as pension conterms and conditions of the AFM-EPW Fund (Canada).	ray, or hereby directs the Leader to re ntributions on account of the Musicia	emit on the Engager's behalf, a portion of an (s) performing herein, pursuant to the
"TOTAL FEE AGREED UPON" \$ to be	e paid immediately on completion	of engagement (s) or as follows:
Advance Payment: \$ Payable: Mo Day Year B		
If applicable, the following amounts at A. and B. are included in the "TO	OTAL FEE AGREED UPON"	
A. Total GST/HST Payment: \$ B. Total	al AFM - EPW Fund (Canada) Pay	yment:\$
Rider attached for additional terms: Yes No No cal	ncellation / no refund after: Mo	Day Year
We the signatory parties, confirm the terms detailed herein	and in Schedule 1, (on Side 2	2 hereof or as attached).
ENGAGER (Or state proper corporate name) The signatory accepts personal liability for the fees payable herein unless the said Signatory is the authorized representative of a purchaser who is legally solvent and has the legal capacity to be bound by all provisions hereof. Name:	The Signatory/Leader acknowledges being the cian (s) mentioned herein, represents that said according to the terms set out herein.	o's proper corporate name) e Musician (s)' representative, who on behalf of the Musid Musician (s) will hold themselves available to perform
Address:		
City: Prov: Postal Code:		Postal Code:
Phone:Fax:Email:	Phone:Fax:	Email:
Signature :Date://	Signature:	Date://
This part to be completed by a designated representative of the A	.FM Local having jurisdiction.	AFM Local No
This confirms that AFM - EPW Fund (Canada) pension contributions quirements of Local tariffs or negotiated agreements referenced above	e and are being remitted based on	applicable scale wages.
By:	Title:	/ /
By:(Signature of Local Representative)		Month Day Year

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

SCHEDULE 1 - AFM/LOCAL REQUIREMENTS (AS THEY RELATE TO THE PERFORMANCE(S) CONTRACTED HEREIN):

The parties to this contract:: (i) 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; (ii) agree 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 Engager: (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 Local in whose jurisdiction the Musician (s) are performing, shall have access to the venue in which the Musicians 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 cannot perform any or all of the services contracted for herein without liability to the Engager and; (iv) represents and warrants that there does not exist against the Engager any outstanding claim in favour 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 Engager, as long as any monetary judgment by a court against the Engager, in favour 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 Engager to the Musician (s) in the manner prescribed by the AFM's Bylaws and/or those of the Local having jurisdiction.

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 the Canadian Office of the AFM 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 Canadian 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 Province or Territory in which the performance (s) occurs and the laws of Canada 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, Schedule 1 and any continuation sheet (s)/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 Side 1, the Engager 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 SOCAN or to any other person, firm, 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 Engager 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 Engagers of music or other leaders without restraint, hindrance, penalty, obligation, or liability hereunder whatsoever, notwithstanding any other provisions of this contract to the contrary

NOTE: Pursuant to specific provisions of the Ontario Consumer Protection Act, the names and addresses of all musicians must be included in all copies of this executory 30 days of the engagement and shall not exceed twelve percent of the scale

NOTE: AFM-EPW Fund (Canada) contributions must be forwarded within

form contract. Other Provinces and Territories may have similar statutes.		wages payable pursuant to AFM/Local CBA's or Local/Travelling tariffs.				
LEADER AND MUSICIANS—(PLEASE PRINT) Sheet or list attached for additional musicians YES NO		To be completed only for use by the AFM Local having Jurisdiction over this engagement.				
AFM Local Number Position of Musician	In the first column please indicate the number of the AFM local having jurisdiction over the engagement and the position of the performer: e.g. instrument/premiums/vocalist/etc. Surname Given Name (s)	Scale Wages for AFM-EPW calculations	AFM-EPW Payment @	Work Dues Payment @	Total Fees for GST-HST calculations	GST / HST Payment @ % if applicable
Loc. No. Pos. Leader	1. Name:					
Loc. No. Pos	2. Name:					
Loc. No.	3. Name:					
Pos	City: Prov: Postal Code: SIN: HST/GST No:					
Loc. No.	4. Name:					
Pos	City: Prov: Postal Code: SIN: HST/GST No:					
Loc. No.	5. Name:					
Pos	City: Prov: Postal Code: SIN: HST/GST No:					
LPCC form, Si	de 2 (Revised May 20, 2008).					