

July 24, 2020

Covid-19 Musician Engagement Requirements for Streaming Concerts

To put on a streaming concert, with or without an audience, and whether planning to live stream or stream on demand, please complete the following steps:

1. Before the performances are to take place, recorded and streamed, complete the following attached documentation. Please note AFM ID may be used in place of SSN/SIN:
 - a. Federation Live Performance Contract for Canada;
 - b. Federation Streaming Agreement; and
 - c. Federation B-7 Report Form.

There will be duplicate information required on all three forms. This is because each of the forms has a different purpose for different offices. We thank-you in advance for the attention required in completing this information. If your act, band, group, or music company is planning to independently produce and stream content, and is incorporated or a partnership, it may act as the Producer.

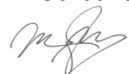
2. If you have inquired with our Music Performance Trust Fund coordinator Jay Boehmer trustfund@tma149.ca about MPTF support for a performance and live stream that is free and open to the public, and Jay has confirmed your eligibility for MPTF support, then send all forms to Jay trustfund@tma149.ca and he will guide you through the next steps. Please note, only live streaming ,not on-demand streaming, is supported by MPTF. Please also note, bands and groups may not act as their own Producer for MPTF funded streaming.
3. For all other streaming performances please send the forms completed to Maggie Hopkins, Membership & Contracts Coordinator mhopkins@tma149.ca.
4. Pay at minimum to each musician:
 - a. The live performance rate prescribed in the [TMA General Tariff of Fees](#) (most cases) or [Other Applicable Live Agreement](#) for all rehearsals and performances;
 - b. An additional 10% of the above for live streaming;
 - c. Only if planning to stream on demand, an additional \$197.20 per hour of finished product (Leader and / or Contractor double) for on-demand streaming; and
 - d. An additional \$24 per musician, per day, for Health & Welfare.

Engagers and Leaders/ Contractors may determine that Engagers are to pay the entire contract fee in aggregate to the Leader/Contractor, who would then pay musicians.

5. After the performance send any changes to the musicians or hours engaged by resubmitting the original documentation with the amendments. In all cases provide the following payments to TMA, attn Maggie Hopkins, Membership & Contracts Coordinator mhopkins@tma149.ca :
 - a. A cheque made out to Musicians Pension Fund of Canada for pension contributions equal to 14% of the fees in 4.a.,4.b. and 4.c. above. Please note there is no pension payable on Health & Welfare.
 - b. A cheque made out to Toronto Musicians' Association for work dues, equal to 3.5% of the fees in 4.a.,4.b. and 4.c. above. Please note there are no work dues payable on Health & Welfare.

While cheque is preferred at this time, please contact Maggie mhopkins@tma149.ca if you wish to pay by credit card or direct deposit. **Please note the above does not consider copyright obligations.**

In Solidarity,



Michael Adam Murray, Executive Director



15 Gervais Dr, Suite 500
 Toronto, ON, M3C 1Y8
 Attn: Maggie Hopkins,
 Membership & Contracts
 Coordinator
 mhopkins@tma149.ca

Live Performance Contract

(FOR CANADA)

THIS AGREEMENT is for the personal services of musicians, made this _____ day of _____ 20____ between the undersigned purchaser (hereinafter called the "Purchaser") and _____ musicians (hereinafter called "Musicians") represented by the undersigned "Leader".
(Including Leader)

It is acknowledged by all parties named herein that the Purchaser contracts for the personal services of the Musicians, as musicians severally, and the Musicians severally, through their Representative, agree to render collectively services as musicians under the leadership of _____, according to the following terms and conditions:

Artist/Group Name: _____

Place of engagement: _____

Date(s) of engagement: _____

Hours of engagement and starting time: _____

Type of engagement: (Specify whether Dance, Stage Show, Banquet, Steady, etc.) _____

Fee Agreed Upon (by purchaser) \$ _____ **+ HST/GST (if applicable) \$** _____ **Total Amount Payable \$** _____

Disbursed as follows: the amount of \$ _____ payable to leader (musicians' fee) and the amount of \$ _____ payable to Musicians' Pension Fund Canada (MPF Canada) by the leader on behalf of the Purchaser.

The Parties hereto acknowledge that the total amount payable includes the Purchaser's contribution to the Musicians' Pension Fund of Canada on behalf of the musicians named herein with the amount stipulated being _____% of the pensionable earnings (as approved by the Fund) applicable to this engagement.

To be paid: _____
(Specify when/how payments are to be made and to whom)

The terms and conditions set out in SCHEDULE 1 hereof are part of this agreement.

_____ Purchaser's Name	_____ Leader's Name or Agent
_____ Signature of Purchaser or Designee	_____ Signature of Leader or Agent
_____ Street Address	_____ Street Address
_____ City / Province / Postal Code	_____ City / Province / Postal Code
_____ Phone	_____ Phone
_____ Email	_____ Email
	_____ GST/HST Number

Surname	Name of Musicians Given Name	Initials	Local No.	Social Insurance No.	Pensionable Earnings	MPF

NOTICE: THIS FORM OF AGREEMENT IS PROTECTED BY COPYRIGHT AND THE USE OF THIS FORM TO COVER THE SERVICES OF ANY MUSICIAN WHO IS NOT A MEMBER OF THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA IS STRICTLY PROHIBITED.

SCHEDULE 1

No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser hereby authorizes the Leader on his behalf to replace any Musician who, by illness, absence, or for any other reason, does not perform any or all of the services provided for under this agreement. The agreement of the Musicians to perform is subject to proven detention by sickness, accidents or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the Musicians. The Purchaser agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.

The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.

The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.

The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or any other person, firm or corporation legally entitled to require licensing and/or payment of fees with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.

No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.

This contract cannot be cancelled without the express, written consent of both parties.

Additional Names:

Surname	Name of Musicians Given Name	Initials	Local No.	Social Insurance No.	Pensionable Earnings	MPF



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

AFL-CIO/CLC AFFILIATED



RE:

This is to confirm the Agreement between the American Federation of Musicians of the United States and Canada (“Federation”) and the _____ (“Producer”) for the Internet Streaming of audio and/or audio visual performances (“Performances”) from the live-stream of the performance(s) in _____, on _____.

The specific terms and conditions for this project are as follows:

- A. Each Side Musician on the session shall receive a minimum payment in an amount equivalent to 10% of the live performance wage covered by the applicable local union agreement, given the conditions existing as a result of the COVID-19 pandemic.
- B. Doubling: An additional 50% of the Side Musician scale for the first Double, and an additional 20% for each Double thereafter.
- C. Scale wages for Orchestrators, Copyists and other Music Preparation Musicians shall be computed and paid according to provisions of the current CFM-CBC General Production Agreement. Pension shall be paid as under Paragraph F below. Health and Welfare shall be paid as under Paragraph G below.
- D. Use of the Performances beyond the initial live stream shall require an additional payment of \$197.20 per hour for the subsequent six (6) month cycle to each Side Musician, Leader and Contractor shall be paid double Side Musician Scale.
- E. Use of the performances for on-demand internet streaming for second and future cycles, shall require an additional aggregate payment of 7.5% of any future gross receipts for each subsequent six (6) month cycle, to be distributed pro-rata to all Side Musicians, Leaders, Contractors, and Music Preparation Musicians.
- F. Pension Contribution: Producer agrees to contribute 14% of the applicable scale wages, in a single remittance made payable to the Musicians’ Pension Fund (Canada).
- G. Health and Welfare: Producer shall pay \$24.00 per Musician, per day to any applicable Local Health Fund. If there is no such fund, the payment shall be paid directly to the Musicians as a non-pensionable wage.
- H. Union Security: All musicians, singers, contractors, composers, orchestrators, copyists and librarians engaged by the Producer shall be members in good standing of the AFM. Any artist/performer who may not yet be a member must obtain Temporary Membership status, pursuant to Article 9 of the CFM-CBC General Production Agreement, with the exception of Leaders, Composers and Music Preparation Musicians, who must be members in good standing.
- I. Payment for the stream shall be submitted within fifteen (15) business days, to Local 149 on an AFM B-7 Report Form, under “MISC.”, with the statement: “This payment is for the ‘_____ Internet Streaming Performance’.” A copy of this Special Agreement is to be attached to all payments, including Wages, Pension and Health and Welfare. Payment of the live engagement shall be paid and reported on the relevant Local contract.
- J. In the event that the music covered under this Special Agreement is ever used for any purpose not explicitly set forth herein, including, but not limited to trade shows, sound recordings, Sound Recording Labor Agreement (SRLA) videos, commercial announcements, radio broadcasts, theatrical motion pictures, television film, non-standard television, basic cable, and/or any other Internet use, the employer shall sign upon presentation and shall fulfill all conditions required under the applicable Federation Agreement pertaining to such use, including, but not limited to, payment of all applicable wages, residuals, royalties and benefits.

K. This Agreement is designed to address one limited facet of use of the Performances on the Internet, in consideration of exigent circumstances caused by the COVID-19 Pandemic. It is understood that this Agreement is between the Federation and the Producer, and that it shall be considered non-precedent setting and non-citable, except to enforce the terms herein.

ACCEPTED AND AGREED TO:

By the Federation

ACCEPTED AND AGREED TO:

Authorized Signature

Authorized Signature

Print Name

Print Name

Production Company Name

Physical Address

Email Address

Website

Date

Date

c:
AFM Local 149
AFM WCO
Musicians Pension Fund of Canada
CFM



AMERICAN FEDERATION OF MUSICIANS REPORT FORM
FOR ALL MOTION PICTURES - THEATRICAL & TELEVISION FILM (STANDARD, NON-STANDARD & BASIC CABLE),
INDUSTRIAL (NON-THEATRICAL-NON-TV), MISCELLANEOUS, LOW BUDGET FILMS
RPLA N^o.

Date: _____
 Title of Picture/Program and/or Prod. No.: _____

 Title of Episode: _____
 Episode No.: _____
 Length of Program: _____
 Producer: _____
 Producer's Address: _____

AFM Project # _____
 Assumption Agmt. On File (indicate parties & dates in memo box)

ADDITIONAL INFO

Check each category that applies.

<input type="checkbox"/> Network	<input type="checkbox"/> Non-Dramatic
<input type="checkbox"/> Syndicated	<input type="checkbox"/> Mini-Series
<input type="checkbox"/> Prime Time	<input type="checkbox"/> Animated Film
<input type="checkbox"/> Non-Prime Time	<input type="checkbox"/> Late Penalty Incl.
<input type="checkbox"/> Dramatic	

MEMO

ORIGINAL SESSION AFM Local No.: _____
 Recording Date: _____ No. of Musicians: _____
 Recording Studio: _____
 City: _____ Prov: _____
 Hours of Employment: _____
 Total Session Hrs.: _____

RE-USE, DUBBING, NEW USE OR OTHER
 Original Report Form No.: _____
 Original Recording Date: _____

Check 1 and only 1 from each of these two columns.

Payment Type	Medium
<input type="checkbox"/> Original Session	<input type="checkbox"/> Theatrical Motion Picture
<input type="checkbox"/> Sideline Only	<input type="checkbox"/> Television Film
<input type="checkbox"/> Sideline w / Audio	<input type="checkbox"/> Non-Standard TV (Pay Cable) Film
<input type="checkbox"/> Excerpt Use	<input type="checkbox"/> Basic Cable TV Film
<input type="checkbox"/> New Use Phono	<input type="checkbox"/> Industrial
<input type="checkbox"/> New Use Other	(Non-Theatrical-Non-TV)
<input type="checkbox"/> Emergency Track	<input type="checkbox"/> Low Budget Theatrical Film
<input type="checkbox"/> Unused Recording Hrs.	<input type="checkbox"/> Low Budget TV Film
<input type="checkbox"/> Trailer	<input type="checkbox"/> Direct to Cassette
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

SIGNATORY OF RECORD: _____
 Address: _____ Phone: _____
 Pension Contributions To Be Paid By (if different): _____
 Address: _____ Phone: _____

Conditions of employment shall be in accordance with the provisions contained in the Wage Scales, Hours of Employment and Working Conditions in the basic collective bargaining agreement executed between the A.F. of M. and the Signatory.
 Representative of Employee's Signature _____

LOCAL UNION NO. CARD NO.	EMPLOYEE'S NAME (AS ON SOCIAL SECURITY CARD)			HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER (EID as applicable)	HRS. GUAR.	HRS. WK'D	SCALE WAGES (1) CARTAGE		PENSION	H & W WHERE APPLICABLE
	LAST	FIRST	INITIAL (Instrument(s))						DBL		
1.			(LDR)						<input type="checkbox"/>		
2.									<input type="checkbox"/>		
3.									<input type="checkbox"/>		
4.									<input type="checkbox"/>		
5.									<input type="checkbox"/>		
6.									<input type="checkbox"/>		
7.									<input type="checkbox"/>		
8.									<input type="checkbox"/>		
9.									<input type="checkbox"/>		

Make Pension checks payable to Musicians Pension Fund of Canada

TOTAL PENSION CONTRIBUTIONS	
TOTAL H&W CONTRIBUTIONS	

(1) Insert overscale wages being paid.
 Include all music prep. information on this form or continuation sheet, with copies of invoices attached.
FOR FUND USE ONLY: