



## Letter of Agreement

*Between*

**The Calgary Musicians Association -  
Local 547, American Federation of Musicians  
of the United States and Canada (CMA)**

*And The*

**YYC Music Awards (YYCMA)**

**T**his Agreement applies to YYCMA sanctioned events for 2019 at which the YYCMA, or any party acting on behalf of the YYCMA, publicly presents musicians. The YYCMA and the CMA agree that this Memorandum of Agreement is a Voluntary Recognition Agreement and the YYCMA shall notify musicians it engages of the application of this Agreement to their performance(s).

1. **TERM**

The term of this agreement shall be from January 1, 2019, through December 31, 2019. If the parties fail to execute a new Agreement on or before the expiry date, extension of this Agreement shall continue on a year to year basis and shall be a matter of mutual consent between the parties.

2. **AFM SECURITY PROVISION**

The YYCMA shall use reasonable efforts to engage only the services of musicians in good standing of the American Federation of Musicians of the US and Canada (AFM) for any musical performances forming part of this Agreement. In Canada, the AFM is also known and conducts business as the Canadian Federation of Musicians (CFM).

3. **AWARDS SHOWS AND MISCELLANEOUS ENGAGEMENTS**

Musicians engaged for the awards show shall be engaged at fees of \$50/musician. Musicians engaged for the After Party shall be engaged at fees of \$100/musician. AFM members shall be engaged under a CFM Live Performance Contract (LPCC) and the YYCMA shall, not later than seven (7) days prior to the performance, forward copies of all such contracts and a complete list of all performers to the CMA. In lieu of LPCC forms a spreadsheet will suffice and the attached Schedule 1 shall form part of this Agreement and any contract form used in connection with the events. The CMA will assist the YYCMA by providing a sample spreadsheet listing the appropriate fees and TMP fee deductions.

4. **AFM MEMBERSHIP PERMITS & DUES**

Musicians who are not members of the AFM may be engaged under the provisions of this Agreement as Temporary AFM Members. The Temporary Membership Permit (TMP) provision will apply to all engagements covered by this Agreement unless otherwise provided for. A musician engaged under a TMP cannot act as a Leader unless the entire group is composed of TMPs. The TMP fee shall be deducted from the non-member's contract fee and shall be 10% of the fees listed in Article 3. Prior to the engagement being performed the YYCMA will verify the membership status of the engaged musician(s) by contacting the CMA and obtaining a Temporary Membership Permit Number on behalf of the non-member musician(s). For musicians engaged, the YYCMA will deduct or pay on their behalf AFM work dues in the amount of 2% of the scales listed in Article 3. TMP deductions and AFM work dues pursuant to this Article will be remitted by the YYCMA and made payable to the CMA within thirty (30) days of the completion of the Event. The YYCMA will also provide a complete final list of performing musicians to the CMA within thirty (30) days of the completion of the Event.

In the event any non-AFM musician requests it, a receipt for the TMP will be issued by the YYCMA and will be applied towards their application to become a member of the AFM provided the musician applies for membership within sixty (60) days from the first day of the engagement.

5. **MUSICIANS' PENSION FUND of CANADA**

The YYCMA shall contribute an amount equal to 10% over and above the fees listed in Article 3 for musicians covered by this Agreement to the Musicians' Pension Fund of Canada. The YYCMA will remit such contributions to the CMA within thirty (30) days of the completion of the engagement and the CMA will forward such contributions to the Fund on behalf of the YYCMA.

6. **ELECTRONIC MEDIA**

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

The fees and conditions contained in this Agreement are specific to "live engagements" only. The YYCMA acknowledges that the CFM has in place negotiated Agreements with all sectors of electronic media. Therefore, in the event of any recording, reproduction or transmission of any kind and for any purpose, the YYCMA will sign a Letter of Adherence to the appropriate CFM Agreement, and the terms and conditions of that Agreement, including but not limited to the payment of applicable fees and benefits, shall be in effect as well as those of this Agreement. The YYCMA has the right to record a 'not for commercial use' archival tape, of which segments of three minutes or less may be used for news or news magazine programs only. A copy of the tape will be filed with the CMA.

No AFM members shall be required to sign waivers of any kind relating to their performance, intellectual property rights (including but not limited to royalties, reuse or new use) or materials, without the prior consultation and consent of the Canadian Federation of Musicians.

This Agreement shall remain in effect from January 1, 2019 until December 31, 2019.

For the YYCMA:

Shannon Ambrose  
Signature  
Shannon Ambrose  
PR + Media Director  
Name & Title

Date: March 13, 2019

For the CMA:

Rob McCosh  
Signature  
President - ROB MCCOSH  
Name & Title

Doug Kuss  
Signature

SEC - TREASURER - DOUG KUSS  
Name & Title

Date: 3/25/19

## 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.**