



# 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 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the undersigned purchaser (hereinafter called the "Engager") and (#) \_\_\_\_\_ musician (s) (hereinafter called the "Musicians") represented by the undersigned representative (hereinafter called the "Leader"). This document confirms that the Engager contracts the services of the individual Musicians severally, and that the individual Musicians severally, through the representation of the Leader, agree to render collectively to the Engager their services as musicians according to the terms and conditions set out herein and as further specified in **Schedule 1** (on Side 2 hereof or as attached).

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 Musician (s) 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 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;

**ARTIST/GROUP NAME :** \_\_\_\_\_ consisting of \_\_\_\_\_ Musician (s)

### PARTICULARS OF ENGAGEMENT (S) Mark applicable boxes and specify terms. - Please print.

Type:  Steady  Casual  Concert  Other \_\_\_\_\_  Local Broadcast (prior approval by Local \_\_\_\_\_ is required)

Event or Production \_\_\_\_\_

Venue \_\_\_\_\_ Address and telephone \_\_\_\_\_

Performance Date (s): \_\_\_\_\_ Hours: start/finish time \_\_\_\_\_

Rehearsal Date (s): \_\_\_\_\_ Hours: start/finish time \_\_\_\_\_

**Note:** Unspecified overtime is subject to the availability of the performing Musician (s) and payment of additional fees as agreed to by the Engager and Leader.

If applicable AFM/Local Tariffs or negotiated agreements stipulate that contributions be paid to the American Federation of Musicians' and Employers' Pension Welfare Fund (Canada) [AFM-EPW Fund (Canada)], the Engager shall pay, or hereby directs the Leader to remit on the Engager's behalf, a portion of the "Total Fee Agreed Upon" to the AFM-EPW Fund (Canada) as pension contributions on account of the Musician (s) performing herein, pursuant to the terms and conditions of the AFM-EPW Fund (Canada). Contributions to the Fund shall not exceed 12% of the scale wages payable pursuant to Local, AFM, CBA or travelling tariffs.

<p><b>TOTAL FEE AGREED UPON</b> \$ _____</p> <p>to be paid immediately on completion of engagement (s) or as follows:</p> <p>Advance Payment: \$ _____ Payable: Mo _____ Day _____ Year _____</p> <p>No cancellation/No refund after: Mo _____ Day _____ Year _____</p> <p>Balance of Amount \$ _____ Payable: Mo _____ Day _____ Year _____</p> <p>Total GST/HST Payable (if applicable): \$ _____</p>	<p><b>AFM—EPW FUND (Canada) CONTRIBUTIONS</b></p> <p>(If applicable) ARE <u>INCLUDED</u> IN TOTAL FEE AGREED UPON</p> <p>Total Scale Wages for AFM – EPW Fund (Canada) Calculations \$ _____</p> <p>AFM - EPW Fund (Canada) Payment @ _____% of Scale Wages \$ _____</p> <p>(If applicable) Side 2 must be completed for processing by the Local and the AFM - EPW Fund (Canada) office.</p> <p>Rider attached for additional terms: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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We the signatory parties, confirm the terms detailed herein and in Schedule 1, (on Side 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: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

#### LEADER (Or state artist/group's proper corporate name)

The Signatory/Leader acknowledges being the Musician (s)' representative, who on behalf of the Musician (s) named herein, represents that said Musician (s) will hold themselves available to perform according to the terms set out herein.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

<b>This part to be completed by a designated representative of the AFM Local having jurisdiction.</b>	AFM Local No. _____
This confirms that AFM - EPW Fund (Canada) pension contributions in the amount of \$ _____ are in conformity with the requirements of Local tariffs or negotiated agreements referenced above and are being remitted based on scale wages (Local, AFM, CBA or travelling).	
By: _____ (Signature of Local Representative)	Title _____ _____/_____/_____ 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 members of the AFM is strictly prohibited and may subject the non-member user to legal sanctions.

Side 2– Form LPCC Note: Pursuant to specific provisions of the Ontario Consumer Protection Act, the name and address of all musicians must be included in all duplicate copies of this executory form contract. Other Provinces and Territories may have similar statutes.

**LEADER AND MUSICIANS—(PLEASE PRINT)**

For additional Musicians, attach a continuation Sheet (or List).

Local No	Surname	Given Name (s)	Position e.g. Instrument Vocals Premiums	Scale Wages for AFM-EPW calculations	AFM-EPW Payment. @ _____ %	Total Fees for GST-HST calculations	GST / HST Payment. (if applicable)
1.	Name: _____ Address: _____ City: _____ Prov: _____ Postal Code: _____ SIN: _____ H/GST No: _____		<b>LEADER</b>				
2.	Name: _____ Address: _____ City: _____ Prov: _____ Postal Code: _____ SIN: _____ H/GST No: _____						
3.	Name: _____ Address: _____ City: _____ Prov: _____ Postal Code: _____ SIN: _____ H/GST No: _____						
4.	Name: _____ Address: _____ City: _____ Prov: _____ Postal Code: _____ SIN: _____ H/GST No: _____						
5.	Name: _____ Address: _____ City: _____ Prov: _____ Postal Code: _____ SIN: _____ H/GST No: _____						
<b>Continuation Sheet (or List Attached) - YES <input type="checkbox"/> NO <input type="checkbox"/></b>			<b>TOTALS</b>				

**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.