

ADDITIONAL TERMS AND CONDITIONS

1. The terms and conditions of this agreement include the terms set forth herein as well as the terms and conditions of such AFM Agreements that are applicable to this engagement, which are incorporated by reference. The Leader represents that the musicians have agreed to be bound by said terms and conditions. Each musician may enforce this agreement.
2. The Producer shall at all times have complete control of the services which the musicians will render under the specifications of this contract. On behalf of the Producer the Leader will distribute the amount received from the Producer to the musicians, including himself, as indicated on this contract. The amount paid to the Leader includes the cost of transportation. The Producer 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 contract. 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 Producer agrees that a Representative of the AFM 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 contract must be members of the AFM and nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the AFM.
3. It is agreed that all the rules, laws and regulations of the Federation, and all the rules, laws and regulations of the Local in whose jurisdiction the musicians perform, insofar as they are not in conflict with those of the Federation, are made part of this contract. In accordance with the Constitution, By-Laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.
4. The Producer represents that there does not exist against him, in favor of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for any such Producer. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of this contract or to render any services for said Producer as long as any such claim is unsatisfied or unpaid, in whole or in part. The Producer in signing this contract himself, or have same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein
5. Any member or members who are parties to or affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason or any strike, ban, unfair list order or requirement of the Federation, shall be free to accept and engage in other engagements of the same or similar character, or otherwise, for other Producers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.
6. The performances to be rendered pursuant to this agreement are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, except as specifically permitted by this agreement. This agreement may not be enforced by the Producer until approved by the Federation.

REUSE:

This contract is also to be used in reporting reuse and new use payments (when applicable) and shall be presented to the appropriate Federation office accompanied by payments for same.

HEALTH AND WELFARE

Contributions as outlined in the applicable A. F. of M. Agreement shall be paid to each musician per contract as additional scale wages. In no event is Pension contribution to be paid on the contribution.

AMERICAN FEDERATION OF MUSICIANS' and EMPLOYERS' PENSION WELFARE FUND (CANADA)

AFM & EPW FUND (CANADA)

2255 Sheppard Avenue East, Suite A110, Toronto, Ontario, M2J 4Y1

Contributions shall be made to the trustees of the American Federation of Musicians' and Employers' Pension Welfare Fund (Canada), created pursuant to the trust indenture dated, April 9, 1962, in a sum equal to the percentage as shown in the applicable A. F. of M. Agreement. This percentage is to be computed at scale. Cheques made payable to the order of the AFM-EPW Fund (Canada).

Producer shall file this contract and payments due hereunder as follows:

- (a) Original contract to the Local Union in whose jurisdiction the engagement was played; one copy retained by Producer.
- (b) A cheque made payable to the Leader for the total wages agreed upon shall accompany the contract sent to the Local Union.
- (c) A cheque for the pension contribution shall also accompany the contract sent to the Local Union, and made payable to the AFM-EPW Fund (Canada).
- (d) The Local Union shall distribute copies of the contract as follows:
 1. The original and an additional copy (total 2) to the AFM-EPW Fund (Canada), 2255 Sheppard Avenue East, Suite A110, Toronto, Ontario, M2J 4Y1
 2. One copy returned to the Producer if required.
 3. One copy to be retained by the Local Union.
 4. One copy returned to the Leader.
 5. One copy to AFM Canadian Office (75 The Donway West, Suite 1010 Toronto, ON M3C 2E9)

ORIGINAL FIRST PAGE COPY TO BE SENT TO AFM & EPW FUND (CANADA)