

Terms and Conditions

The employer shall at all times have complete control of the services which the employees will render under the specifications of this contract. The employer will distribute the amounts payable under this contract to the employees, including the leader, as indicated on the opposite side of this contract. The employer hereby authorizes the leader on his behalf to replace any employee 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 employees 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 condition beyond the control of the employees. The employer 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 reporting the conditions of this agreement. The musicians performing services under this contract must be members of the American Federation of Musicians, and nothing in this Contract shall ever be so construed as to interfere with any obligation which they may owe to the American Federation of Musicians. All present provisions of the constitution, by-laws, rules and regulations of the Federation and all present rules, laws and regulations of the local in whose jurisdiction the musicians perform, are, insofar as the foregoing do not conflict with any of the provisions of the Television and Radio Agreement made part of this contract, and for greater certainty, in the event any such conflict should appear, the provisions of the said agreement shall prevail.

A copy of this form B contract indicating the new use or re-use shall be used in reporting new use and re-use payments and shall be presented to the Federation Office and AFM & EPW Fund Office.

The Corporation hereby covenants and agrees to obtain and pay on demand all and any licenses and fees required to be obtained from or to be paid to any person, firm or corporation legally entitled to require licensing and/or payment of fees with respect to music performance rights such as SOCAN and to indemnify and save harmless all members and their representatives of and from any and all claims now or hereafter made by such person, firm or corporation.