



(Employer’s Name)\_\_\_\_\_

**Sound Recording Contract**  
**AMERICAN FEDERATION OF MUSICIANS**  
**of the United States and Canada (for use in Canada only)**

Local Union No. \_\_\_\_\_

THIS CONTRACT for the personal services of musicians, made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_,  
between the undersigned employer (hereinafter called the “employer”) and \_\_\_\_\_ musicians  
(hereinafter called “employees”).  
(including the leader)

WITNESSETH, That the employer hires the employees as musicians severally on the terms and conditions below, **and as further specified on reverse side**. The leader represents that the employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be so bound by said terms and conditions upon agreeing to accept his employment. Each employee may enforce this agreement. The employees severally agree to render collectively to the employer services as musicians in the orchestra under the leadership of

\_\_\_\_\_ as follows:

Name and Address of Studio \_\_\_\_\_

\_\_\_\_\_

Date(s) and Hours of Employment \_\_\_\_\_

Type of Engagement: **Recording for phonograph records only** Plus pension contributions as specified on reverse side hereof

WAGE AGREED UPON \$ \_\_\_\_\_  
(Terms and amount)

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the employer on or before the date of engagement.

To be paid \_\_\_\_\_  
(specify when payments are to be made)

Upon request by the American Federation of Musicians of the United States and Canada (herein called the “Federation”) or the local in whose jurisdiction the employees shall perform hereunder, the employer either shall make advance payment hereunder or shall post an appropriate bond.

Employer’s name and _____ (Name of Production Company)	Leader’s name _____	Local No. _____
Authorized signature _____	Leader’s signature _____	
Street address _____	Street address _____	Phone No. _____
_____	_____	_____
City Province Postal Code	City Province Postal Code	
_____ Phone	Name of Artist or Group _____	

Label Name \_\_\_\_\_ Session No. \_\_\_\_\_

Master No.	No. of Minutes	TITLES OF TUNES	Master No.	No. of Minutes	TITLES OF TUNES
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

LOCAL UNION NO.	EMPLOYEE’S NAME (Last, First, Initial) HOME ADDRESS (Street, City, Province and Postal Code)	SOCIAL INSURANCE NUMBER	DOUBLING	TOTAL SCALE WAGES	CARTAGE	AFM-EPW	H & W

FOR FUND USE ONLY:

Total Pension Contributions (Sum of Column AFM-EPW) \$ \_\_\_\_\_  
Make cheque payable in this amount to “AFM & EPW Fund” (Canada)  
See reverse side for additional terms and conditions of this contract.

ADDITIONAL TERMS AND CONDITIONS

1. The terms and conditions of this agreement include the terms set forth herein and include the terms and conditions of such A. F. of M. Agreements that are applicable to this employment, which are incorporated by reference. The leader represents that the employees already designated have agreed to be bound by said terms and conditions. Each employee yet to be chosen shall be so bound by said terms and conditions upon agreeing to accept the employment. Each employee may enforce this agreement.
2. The employer shall at all times have complete control of the services which the employees will render under the specifications of this contract. On behalf of the employer the Leader will distribute the amount received from the employer to the employees, including himself, as indicated on the opposite side of this contract. The amount paid to the Leader includes the cost of transportation. 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 conditions, 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 conferring with the musicians. 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 obligations which they may owe to the American Federation of Musicians.
3. It is agreed that all the rules, laws and regulations of the American Federation of Musicians, 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 employer represents that there does not exist against him, in favor of any employee-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for any such employer. It is agreed that no employee-member of the American Federation of Musicians will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part. The employer 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 employment of the same or similar character, or otherwise, for other employers 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 employer 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 made payable to the Leader on behalf of the musicians entitled thereto.

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, North York, 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).

There are 6 copies of this contract.

- (a) You should retain the last copy for your files and send all other copies to the Local Union in whose jurisdiction the engagement was played.
- (b) Your cheque made payable to the Leader for the total wages agreed upon shall accompany the contracts sent to the Local Union.
- (c) Your cheque for the pension contribution shall also accompany the contracts sent to the Local Union, and made payable to the AFM-EPW Fund (Canada).
- (d) The Local Union shall distribute the copies of the contracts as follows:
  1. The original and an additional copy (total 2) to the AFM-EPW Fund (Canada),  
2255 Sheppard Avenue East, Suite A110, North York, Ontario, M2J 4Y1
  2. One copy returned to the employer if required.
  3. One copy to be retained by the Local Union.
  4. One copy returned to the Leader.

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