



CANADIAN FEDERATION OF MUSICIANS

Membership Application

An Organization of the American Federation of Musicians of the United States and Canada
National Office: 150 Ferrand Drive, #202, Toronto, Ontario, M3C 3E5
afmcan@afm.org | www.cfmusicians.org

Local # _____

PERSONAL INFORMATION

I, _____, make application to become

a member of Local # _____ of the AFM also known as _____
Name of AFM Local

Professional Stage or Band Name: _____

Address: _____

Street #

Street Name

Apt #

City

Province

Postal Code

Telephone: (_____) _____

Cell: (_____) _____

*E-Mail: _____ Website: _____

Date of Birth: _____ / _____ / _____ Social Insurance Number: _____
DD/MM/YYYY

GST/HST #: _____

Are you legally entitled to accept employment in Canada? ☐ YES ☐ NO

Instrument(s): _____

List any other AFM Locals you are currently or have been a member of: _____

Have you been suspended or expelled from an AFM Local? ☐ YES ☐ NO

If yes, explain why: _____

*Electronic Communications: I authorize AFM/CFM and Local # _____ to send electronic communications to me about union and music industry related matters: ☐ YES ☐ NO

MEMBERSHIP ACKNOWLEDGEMENT

(Pursuant to the Bylaws of the American Federation of Musicians of the United States and Canada)

By my signature below, I further acknowledge and confirm:

COLLECTIVE BARGAINING: The American Federation of Musicians of the United States and Canada (AFM/CFM) and the AFM local identified are my collective bargaining representatives with full authority to negotiate and execute scale agreements with engagers, which establish minimum fees and working conditions for my musical services.

CONTRACTUAL GRIEVANCES: The AFM is my agent to initiate and/or defend my interests in all contractual matters, as such I authorize the AFM/CFM, to, initiate all proceedings, and to execute, acknowledge and deliver any and all documents and pleadings, litigate, collect money, and, in the AFM's sole judgment, join me as a part plaintiff or defendant in suits or proceedings, or to bring suit in my name, the name of the Local or as AFM/CFM. I also authorize the AFM/CFM to accept on my behalf any reasonable offer of settlement in any matter of dispute. I assign this authority with the understanding that AFM Bylaws grant me the right of appeal to AFM's Vice-President from Canada, of a settlement decision which I may find unacceptable. In the event a settlement offer is rejected by myself and the matter is continued with AFM's participation, the AFM may offset from monies awarded or recovered a pro rata share of the expenses (i.e. lawyer/ collection agency fees or other applicable disbursements).

NEW USE RESIDUAL PAYMENTS: When AFM/CFM collects residual payments for new use(s) of a musical product, pursuant to an AFM collective agreement, the AFM/CFM will hold those monies into a separate, interest-bearing account; and will attempt to identify and locate the musicians to whom the payments are due. If I cannot be identified or located, and I do not file a claim for payment within three (3) years after the AFM/CFM receives payment, I understand the AFM will transfer the monies due to me to its general treasury to be used to defray the costs of administering and operating the AFM/CFM new use departments; However, at any subsequent point in time I may file a written claim with the AFM/CFM and, upon doing so, I shall be forwarded my share of the residual payment (without interest and offset by the applicable AFM/CFM work dues) unless the State/Province is then holding the residual payment I am due, in which case I shall apply to the State/Province for my payment. (See AFM Bylaw Article 21, Sections 1, 2(a) and 2(b)).

Member Signature: _____

Date: _____ / _____ / _____
DD/MM/YYYY

MEMBERSHIP OBLIGATION

I, the above-named professional musician and applicant, solemnly promise and declare, that I will abide by the Bylaws of the **American Federation of Musicians of the United States and Canada**, submit to its mandates, laws, requirements, and policies as they now exist, and any future amendments; as well as the constitution and bylaws of **Local #** _____, and that of any other AFM Local of which I may become a member. Further, I acknowledge that I am eligible to receive all membership entitlements during the period(s) for which my financial obligations to **Local #** _____ are fulfilled in a manner consistent with rules. I also declare that the answers provided herein are complete and true to the best of my knowledge; in the event it is proven that I have answered untruthfully, I acknowledge that all fees paid pursuant to this application shall be forfeited and my membership rescinded. I also declare that this Authorization will be considered binding on me even if executed and delivered to AFM by facsimile or electronically in PDF, TIF, JPG or similar format.

Member Signature: _____

Date: _____/_____/_____
DD/MM/YYYY

Local Witness: _____

FOR AFM LOCAL OFFICE USE ONLY

Upon acceptance of this application by the local, a copy of both sides shall be provided to the applicant and to CFM. This original is retained by the Local.

Application Accepted: _____/_____/_____
DD/MM/YYYY

New Member Orientation: _____/_____/_____
DD/MM/YYYY

Signed: _____

Name and Title of Local Official: _____



**ASSIGNMENT OF RIGHTS
AND ADHESION CONTRACT BY A PERFORMER**

ENTERED INTO BETWEEN:

ARTISTI, the collective society of the Union des Artistes Inc. ("UDA"), a company incorporated under Part IA of the Québec Companies Act (R.S.Q. c. C-38), which holds a non-profit tax status and whose head office is located at 5445 De Gaspé Avenue, Suite 1005, Montréal, Québec, H2T 3B2 (telephone: +1 514 288 6682, email: info@artisti.ca), herein represented by its director/general manager, duly authorized for the purposes hereof.
(Hereinafter: "ARTISTI")

AND:

Last name: _____ First name: _____

Personal address:

Number _____ Street _____ Apt. _____

City _____ Province _____ Postal code _____ Country _____

Mailing address: (if different from personal address)

Number _____ Street _____ Apt. _____

City _____ Province _____ Postal code _____ Country _____

Telephone (home): _____ Telephone (cell): _____

Telephone (other): _____

Email: _____

Date of birth: _____

SIN: _____ (necessary for your tax statements)

UDA Number (if applicable): _____

I am also a UDA member, and I authorize ARTISTI to give my contact information to UDA: Yes ☐ No ☐

Nationality:

☐ Canadian citizen Since: _____

☐ Canadian permanent resident Since: _____

☐ Other: (Please specify) _____

Country of fiscal residence: _____

Pseudonym(s): _____

Musical groups I am part of: _____

Main role: ☐ Singer ☐ Backup vocalist ☐ Soloist Instrumentalist ☐ Instrumentalist ☐ Other _____

Instrument(s) played: _____

I wish to receive my royalties by: ☐ Direct deposit ☐ Cheque

(Hereinafter designated: "the Performer")

WHEREAS ARTISTI is a company engaged in the collective management of rights conferred upon performers pursuant to the *Copyright Act* (R.S.C., 1985, c.C-42) (hereinafter, the “Act”), as amended from time to time, through the performance of the following activities:

- the collection and distribution of royalties payable under the Act; and
- the management of a licensing system for a repertoire of performances, pursuant to which ARTISTI sets out the categories of use it authorizes pursuant to the Act, as well as the royalty tariffs and the terms and conditions related thereto;

WHEREAS the Performer owns the rights to the performances that he/she has fixed or will fix on a published, or to be published, sound recording;

WHEREAS the Performer wishes to entrust the management of the rights specified in section 2 to ARTISTI;

WHEREAS the Performer’s adhesion to ARTISTI is effected through the assignment of the Performer’s rights in section 2;

WHEREAS the preamble forms an integral part of this contract;

IN CONSIDERATION OF THE ABOVE, ARTISTI AND THE PERFORMER AGREE AS FOLLOWS:

1. DEFINITIONS

Unless the subject matter of the contract, or the context itself, otherwise require, words and expressions used in this contract shall have the meanings ascribed to them in the Act.

2. ASSIGNMENT OF RIGHTS

2.1 Basic Assignment

The Performer assigns the following rights to ARTISTI, which ARTISTI accepts:

a) Right to Equitable Remuneration

All equitable remuneration rights, including the right to equitable remuneration for the public performance or the communication to the public by telecommunication of the published sound recording incorporating the Performer’s existing and future performances.

b) Right to Remuneration for Private Copying

All private copying remuneration rights, including the right to remuneration for sound recordings incorporating the Performer’s existing and future performances of musical works.

2.2 Optional Assignments

a) Incidental Reproduction Right

In addition to the rights assigned under subsection 2.1, the Performer further assigns the following rights to ARTISTI, which ARTISTI accepts:

The exclusive right to reproduce the Performer’s both existing and future fixed performances, as well as the right to authorize such reproduction, insofar as the reproduction

is effected for the purpose of enabling or facilitating the public performance or the public communication by telecommunication of said performances.

☐ YES ☐ NO Initials: _____

b) Exclusive Rights on Future Performances

In addition to the rights assigned in subsection 2.1, and in paragraph 2.2 a) of this contract, if applicable, the Performer also assigns to ARTISTI, and ARTISTI accepts, the following exclusive rights to the Performer’s future performances:

- The right to fix his/her performances when the fixation is made in the form of a sound recording;
- The right, if it is fixed in a sound recording, to reproduce that fixation;
- The right to rent out a sound recording of it;
- The right to make a sound recording of it available to the public by telecommunication in a way that allows a member of the public to have access to the sound recording from a place and at a time individually chosen by that member of the public and to communicate the sound recording to the public by telecommunication in that way;
- The right, if it is fixed in a sound recording that is in the form of a tangible object, to sell or otherwise transfer ownership of the tangible object, as long as that ownership has never previously been transferred in or outside Canada with the authorization of the owner of the copyright in the Performer’s performance, and
- The right to authorize the above-mentioned acts.

☐ YES ☐ NO Initials: _____

3. DURATION AND TERRITORY

3.1 This contract shall come into force on the day of its signature by a duly authorized representative of ARTISTI, the transfer of the rights assigned to ARTISTI by the Performer being deemed to have taken place at the same time.

3.2 The duration of this contract shall be five (5) years from its coming into force. It shall be automatically renewed, under the same terms and conditions, for consecutive periods of two (2) years, unless terminated by either party by written notice to the other party at least ninety (90) days prior to the termination date.

3.3 The assignment of rights provided for in subsection 2.1 and paragraph 2.2(a) is valid for:

☐ **The whole world**
☐ **The whole world, with the exclusion of the following territories (please specify):**

The assignment of rights provided for in paragraph 2.2 b) is valid for the whole world.

4. DECLARATIONS AND WARRANTIES REGARDING ASSIGNED RIGHTS

4.1 The Performer represents and warrants to ARTISTI that he/she is the owner of all the rights to his/her existing and future performances, and that he/she has the necessary capacity and authority to assign to ARTISTI the rights provided for in this contract. In particular, the Performer warrants to ARTISTI that, through this assignment, there is no, and there will be no, subsequent infringement of anyone's rights and that, if needed, he/she will reimburse to ARTISTI any and all losses, costs or damages incurred by ARTISTI as a result of a claim made against ARTISTI with respect to the rights assigned by the Performer hereunder.

4.2 The Performer declares and warrants to ARTISTI that he/she is not bound by, and will not become a party to, any other contract by which any of the rights assigned hereunder may be assigned to a third party, subject to the rights referred to in an assignment or licence agreement, declared to ARTISTI in accordance with subsections 5.2 or 5.3 hereof.

5. UNDERTAKINGS OF THE PERFORMER

5.1 The Performer undertakes to declare to ARTISTI all of his/her performances already fixed on the date of signature of this contract, as well as all future performances to be

fixed, in accordance with the "Policy Regarding the Management of Rights Entrusted to ARTISTI" (hereinafter, the "Management Policy").

5.2 In the event the Performer has already assigned or licensed some rights referred to in this contract to a third party, the Performer undertakes to provide ARTISTI with a copy of such agreement.

5.3 Royalties arising from the remuneration rights provided for in subsection 2.1, as well as royalties arising from the exclusive rights provided for in paragraphs 2.2 a) and 2.2 b), shall be paid directly by ARTISTI to the Performer. Since ARTISTI holds the status of exclusive owner of such rights, no agreement between the Performer and any third party that would modify or diminish the Performer's right to any royalties collected hereunder shall be binding on ARTISTI or on the Performer. As such, the Performer agrees to incorporate the following wording in any agreement entered into with a third party:

"Notwithstanding any mention to the contrary, any provision of this contract affecting the exploitation of the Performer's performances is subject to the agreements already entered into by the Performer or that could be entered into with ARTISTI. Therefore, (name of the third party) may not, under any circumstances, modify or diminish the Performer's right to the payment of any royalties collected by ARTISTI with respect to the exploitation of the Performer's performances. Also, (name of third party) must remind any subsequent user of this binding provision."

Moreover, in the latter case, the Performer undertakes to provide ARTISTI with a copy of any agreement entered into with a third party affecting the exploitation of his/her performances.

5.4 The Performer undertakes to cooperate with ARTISTI during the duration of this contract by signing any document, and by taking any other useful or necessary action required by ARTISTI in order to confirm, give effect to, or enforce, the assigned rights referred to in this contract or to allow ARTISTI to exercise any right arising from this contract.

5.5 By signing this contract, the Performer expressly agrees that the personal data he/she provides to ARTISTI be used for the purposes described herein, and in accordance with ARTISTI's Privacy Policy (available on ARTISTI's website, and, upon request, sent to the Performer's contact information mentioned at the top of this contract), which the Performer is expressly invited to read carefully. In this context, the Performer agrees that his/her personal data may be transferred to any Canadian or foreign organization or company to which ARTISTI is bound through agreements that allow or facilitate the management of the Performer's repertoire and the identification of his/her performances fixed or to be fixed.

5.6 The Performer releases ARTISTI from any and all liability, and he/she undertakes to hold ARTISTI harmless from and against any and all claims or damages resulting from the Performer's statements made in connection with his/her performances, or from the payment of royalties made to a third party at the Performer's request.

5.7 The Performer is committed to ensuring that all information provided hereunder is accurate and truthful, and free from irregularities.

6. UNDERTAKINGS AND GENERAL POWERS OF ARTISTI

6.1 ARTISTI undertakes to use all reasonable means at its disposal to exercise the rights entrusted to ARTISTI, it being agreed that the obligations arising therefrom are obligations of means and not of result.

As a general rule, ARTISTI may do whatever is necessary for the proper management and enforcement of the assigned rights referred to in this contract. As such, ARTISTI may, amongst other things:

- Prepare, file and defend proposed tariffs before the Copyright Board of Canada, or negotiate agreements or licensing terms with users, the whole in relation to the rights granted to ARTISTI under this contract; and
- To do all things commercially reasonable to collect royalties with respect to the rights granted to ARTISTI under this contract; and
- To institute any proceedings that are commercially reasonable to bring before the appropriate courts or tribunals to exercise the rights granted to ARTISTI under this contract, including any proceedings aimed at recovering any and all sums owing; and
- Represent the Performer before the courts in the event of litigation involving rights granted to ARTISTI under this contract, and negotiate or make transactions, compromises or settlements with respect thereto, the same, before or after the institution of such legal proceedings; and
- Generally monitor the use of the Performer's fixed performances in connection with the rights granted to ARTISTI under this contract, and inspect the records and books of accounts of users; and
- To do everything commercially reasonable to allocate the royalties pertaining to the rights granted to ARTISTI under this contract in the most equitable manner possible, and in accordance with the *Management Policy*, as such *Management Policy* may be amended from time to time.

6.2 Agreements with Third Parties

ARTISTI may enter into agreements with any company or organization engaged in similar activities, in Canada or abroad, for the purposes of this contract. In such cases, it is understood that the collection and distribution of the royalties referred to in this contract shall be subject to the statutes, regulations, distribution rules and policies of such companies and organizations, and to the laws that apply to them.

7. DISTRIBUTION OF ROYALTIES

7.1 Royalty Eligibility

The rights entrusted to ARTISTI and the payment of royalties to the Performer pursuant to this contract shall be exercised subject to the eligibility conditions set out in the Act governing, as the case may be, the sound recording, the performance or the Performer.

7.2 Allocation and Payment of Royalties and Deduction of Management Fees

The allocation and payment of royalties will be made in accordance with the terms of the *Management Policy*, as amended from time to time, and after deduction of the management fees specified in the *Management Policy*.

7.3 First Distribution Following the Issuance of a New Tariff

Considering the time and the costs involved in the determination and certification process of an initial royalty tariff by the Copyright Board of Canada, the first distribution following the issuance of such new tariff may not take place in the first year of collection, and the Performer may not receive royalties during the first year of the administration of his/her rights.

7.4 Acknowledgement of Receipt of the Management Policy and Amendments

The Performer acknowledges that he/she received ARTISTI's *Management Policy*, took cognizance thereof, and agrees thereto through his/her signature of this contract. The Performer acknowledges that the *Management Policy* may be amended or revised from time to time, and that ARTISTI shall inform the Performer within a reasonable time of any and all amendments that may have an impact on the distribution of the royalties referred to in the contract, or provide for an increase of the management fees deducted, and that ARTISTI has the right to give such notice through all means of communication available at the time of the notice, including through a posting on ARTISTI's website.

8. GENERAL PROVISIONS

- 8.1 This contract binds the heirs, successors, assigns and other legal representatives of the Performer.
- 8.2 This contract constitutes, in its entirety, the only agreement entered into between the Performer and ARTISTI with respect to the rights referred to therein.
- 8.3 This contract cannot be amended, except through a written document signed by both parties.
- 8.4 This contract is governed and shall be interpreted according to the laws applicable in the province of Québec.

- 8.5 The parties hereby attorn to the jurisdiction of the Courts of the Province of Québec, sitting in the District of Montreal, or of the Federal Court of Canada sitting in the same district.
- 8.6 The titles and subtitles of this contract have been inserted for convenience purposes only and shall have no bearing on its interpretation.
- 8.7 In the event that a provision of this contract is declared null and void by a Court of competent jurisdiction, the other provisions hereof shall continue to bind the parties and shall have the same force and effect as if the provision declared null and void had been deleted from the contract.

IN WITNESS WHEREOF, WE HAVE SIGNED THIS CONTRACT IN DUPLICATE,

THE PERFORMER:

ARTISTI, through its duly authorized representative:

Signature
IN: _____
ON THE: _____
Please print name: _____

Signature
IN: _____
ON THE: _____
Please print name: _____