



Agreement

between

The Canadian Federation of Musicians (CFM)

and

The Canadian Country Music Association (CCMA)

CCMA CANADIAN
COUNTRY
MUSIC
ASSOCIATION®

PREAMBLE

This Agreement sets out the terms and conditions under which the Canadian Country Music Association (hereinafter referred to as "CCMA") engages Musicians and other persons covered by this Agreement within the exclusive jurisdiction of the Canadian Federation of Musicians (hereinafter referred to as the "CFM").

All present provisions of the Constitution, Bylaws, Rules and Regulations of the AFM/CFM and its Locals are, insofar as the foregoing does not conflict with any of the provisions of this Agreement, made part of this contract. For greater certainty, in the event that any such conflict should appear, the provisions of this Agreement shall prevail.

CCMA recognizes the CFM, and by extension AFM Locals as the exclusive bargaining agent for all musicians engaged for, or performing at all events connected with Country Music Week.

CCMA and the CFM agree that this Agreement is a Voluntary Recognition Agreement as understood pursuant to the governing legislation in each/any province where the Country Music Week events may take place, and that the CFM will file this Agreement as a Voluntary Recognition Agreement with the appropriate authority in each province. CCMA and the CFM further agree that once so filed this Agreement will constitute a binding Voluntary Recognition Agreement as understood pursuant to the governing legislation in each province.

For further clarity, the Host Local is the AFM Local having jurisdiction of the location where the Country Music Week events take place.

1. TERM

The term of this Agreement shall be from August 1, 2021 through July 30, 2024. This Agreement shall remain in effect until a successor Agreement is negotiated, unless terminated with written notice by either party sixty (60) days prior to the anniversary date.

2. CFM/HOST LOCAL REPRESENTATION

The CFM and CCMA shall meet yearly, not later than 3 months prior to the event, in order to establish a relationship between the CCMA and the Host Local for that year. In addition, the opportunity may be used to facilitate any minor changes or anomalies which may present from time to time.

The CFM and/or the Host Local shall be entitled to a total of six (6) all-access passes for Country Music Week and two (2) for the award broadcast, such passes to be used for the purpose of allowing representatives of the CFM/Host Local, in whose jurisdiction the musicians shall perform, to gain access to Venues for the purpose of conferring with and advising the musicians and observing performances taking place at such Venues. The passes will exclude the following events which tickets will need to be purchased for: CCMA Opening Reception, CCMA Industry Lunch & Awards, CCMA Gala Dinner & Awards and CCMA Post Awards Reception.

The Host Local will be provided with booth space near the Country Music Week Registration Desk.

The CFM and/or Host Local will be invited to participate on panels or workshops where they have areas of expertise with the subject matter (e.g. recording, royalties, immigration and copyright). Alternately, the CFM and/or Host Local will be afforded a time slot and location to present a CFM workshop on membership benefits and related issues (in the same location as other seminars and workshops).

3. NOTIFICATION AND PARTICIPATION

The CCMA will use its best efforts to provide the CFM and Host Local with a preliminary list of CFM musicians for all Venues at least 15 days in advance of the Country Music Week events, and will also meet with representatives of the Host Local at least 15 days in advance of Country Music Week events to share information, deal with any mutual concerns and confirm notification, completion and payment dates under this Agreement.

4. PERFORMANCE FEES

CCMA shall pay, or cause to be paid to performers engaged for each Event, at fees conforming with the following CFM minimum scales:

- (i) Showcase performances: \$200.00 (Leader/Single) / \$200.00 (Side musician);
- (ii) Welcome Reception: \$200.00 (Leader/Single) / \$200.00 (Side musician);
- (iii) Pre-Award Show Performances: \$200.00 (Leader/Single) / \$200.00 (Side musician);
- (iv) House Band (if any): \$200.00 (Leader) / \$200.00 (Side musician).

The above House Band rates are for a 2-hour show. The House Band will not be on stage for longer than 90 minutes without a break. In the event the show extends over 2 hours, overtime rates will apply (in increments of 15 minutes at \$50.00 for side musician and \$50.00 for leader). The above House Band rates will also apply to the Welcome Reception in the event that a house band is used for that event, as well as the Legends Show.

- (v) Songwriters Circle: \$200.00 (Leader/Single) / \$200.00 (Side musician).

Musicians shall have the right to negotiate higher fees than these amounts, which are stated as minimum fees based on CFM scales. Musicians shall be engaged under a CFM Live Engagement Contract (Form LEC attached) and CCMA shall, no later than seven (7) days prior to performances, forward copies of all such contracts and a preliminary list of all performers to the Host Local. Where Form LEC contracts are not utilized, the attached Schedule 1 shall form part of this Agreement and any contract form used in connection with the events.

5. MUSICIANS' PENSION FUND of CANADA

CCMA shall contribute an amount of ten percent (10%) of the above minimum scale for all musicians covered by this Agreement to the Musicians' Pension Fund of Canada.

CCMA will remit such contributions to the Host Local by separate cheque made out to the Fund within sixty (60) days of the completion of Country Music Week, along with contracts and/or spreadsheet, and the Host Local will forward such contributions to the Fund on their behalf.

6. AFM WORK DUES

Three percent (3%) of minimum scales above shall be deducted from all musicians, and forwarded to the host Local within sixty (60) days of the completion of Country Music Week, along with the Form LEC contracts and/or performers' spreadsheet.

7. Temporary Membership

Musicians who are not members of the AFM may be engaged under the provisions of this Agreement as Temporary AFM Members. The Temporary Membership Permit (TMP) provision will apply to all engagements covered by this Agreement unless otherwise provided for. A musician engaged under a TMP cannot act as a Leader unless the entire group is composed of TMPs. The TMP fee shall be deducted from the non-member's contract fee and shall be twenty-five dollars (\$25.00). Prior to the engagement being performed, the CCMA will verify the membership status of the engaged musician(s) by contacting the Host Local and obtaining a Temporary Membership Permit Number on behalf of the non-member musician(s). TMP deductions will be remitted by CCMA and made payable to the Host Local within sixty (60) days of the completion of the event. The Host Local will assist CCMA by providing a sample spreadsheet listing the appropriate fees and TMP deductions. In the event any non-AFM musician requests it, a receipt for the TMP will be issued by the Host Local and will be applied towards their application to become a member of the AFM, provided the musician applies for membership within ninety (90) days from the first day of engagement.

8. BROADCAST & RECORDINGS. (This clause does not apply to the CCMA Awards Show).

CCMA shall not record, reproduce or permit transmission other than for media news stories (which includes social media news stories), any performance or rehearsal relating to Country Music Week without a specific written agreement in writing signed by the CFM permitting such recording, reproduction or transmission. Nothing in this section shall require CCMA to monitor or prevent audience members from privately recording any performance associated with the Country Music Week events for their personal use, within the parameters of Canada's *Copyright Act*, unless a recording prohibition is requested by an Artist.

Notwithstanding the foregoing: (i) CCMA and its contractors shall be entitled to film, record and reproduce the performances and/or rehearsals relating to Country Music Week events and CCMA may include such footage and recordings solely in CCMA-related publicity and promotional reels; and (ii) so long as CCMA does not otherwise record, reproduce or transmit any performance or rehearsal relating to Country Music Week on its own behalf. Such footage will be limited to a maximum of three (3) minutes of musical content and will not constitute a complete song, piece or movement.

In the event that CCMA authorizes any other third party in recording, reproducing or transmitting any performance or rehearsal relating to Country Music Week events in any manner whatsoever, that party must enter into the appropriate Agreement with the CFM allowing such use, and be obligated to pay the fees and benefits contained within such Agreement.

9. STREAMING (This clause does not apply to the CCMA Awards Show)

Live streaming of Musicians during Country Music Week events (other than the Awards show Broadcast which covered under a separate agreement) is strictly prohibited, for any purpose whatsoever, in the absence of a CFM Agreement allowing for such live streaming.

10. CCMA AWARD SHOW ON GLOBAL

The CCMA agrees that the Award Show, broadcast by the Global Television Network, shall be covered under a separate Letter of Adherence to the CFM General Production Agreement (GPA), which contains the terms and conditions under which Musicians may be recorded, broadcast or otherwise made available to the public. If Global is not the producer, the CCMA shall cause the independent producer involved to be adherent to the GPA.

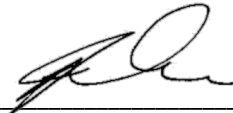
WITNESS: The parties hereto have signed this Agreement as of the 23rd day of June, 2021.

Canadian Federation of Musicians

The Canadian Country Music Association

Alan Willaert

Jackie Dean



For AFM Local 279

104 - 366 Adelaide St. E.

Robert Weatherstone, Acting President

Toronto, ON

(416) 947-1331

Doug Eyre, Secretary-Treasurer

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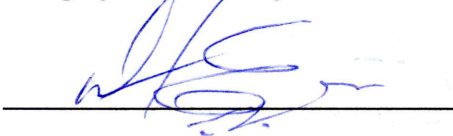
Robert Weatherstone, Acting President

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SCHEDULE 1

No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser 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 agreement. 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 Purchaser 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 agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.

The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.

The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.

The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or any other person, firm or corporation legally entitled to require licensing and/or payment of fees with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.

No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.

This contract cannot be cancelled without the express, written consent of both parties.