



Memorandum of Agreement

Between

**The Canadian Federation of Musicians
(CFM)**

and

**Folk Music Ontario
(FMO)**

PREAMBLE

This Agreement sets out the terms and conditions under which Folk Music Ontario (hereinafter referred to as "FMO") 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, by-laws, rules and regulations of the AFM/CFM, insofar as the foregoing, do 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.

CFM is the Canadian National office of the American Federation of Musicians of the United States and Canada (AFM), is the Canadian based organization for all AFM activities within Canada and its Territories, and which governs Canadian Agreements, AFM Canadian members and AFM Canadian Locals.

FMO recognizes the CFM and its Locals as the exclusive bargaining agent for all musicians, performers and other artists engaged for, or performing at, FMO Awards shows and Showcases.

FMO and the CFM and its Locals agree that this Memorandum of Agreement (MOA) is a Voluntary Recognition Agreement as understood pursuant to the governing legislation of Ontario, and that the CFM and its Locals will file this Memorandum of Agreement as a Voluntary Recognition Agreement with the Ontario Labour Relations Board. FMO and the CFM and its Locals further agree that once so filed, this MOA will constitute a binding Voluntary Recognition Agreement as understood pursuant to the above legislation.

This Agreement made this 1st day of September 2022, by and between the CFM, and, FMO, hereinafter referred to as the Producer.

The Host Local is the AFM Local having jurisdiction of the location where the Conference and performances take place.

1. TERM

The term of this Agreement shall be from September 1, 2022, through August 30, 2024. If the parties fail to execute a new Agreement on or before the expiry date, extension of this Agreement shall continue on a year-to-year basis and shall be a matter of mutual consent between the parties. The parties agree to set dates to bargain a successor agreement between July and August 2024, or the very earliest date of availability thereafter.

2. CFM AND HOST LOCAL REPRESENTATION

The CFM and/or the Host Local shall be entitled to a total of two (2) complimentary Conference credentials, such credentials to be used for the sole purpose of allowing representatives of the CFM/ Host Local to gain access to all venues for the purpose of conferring with the musicians. The time and place of such will be negotiated between the parties. The CFM and/or the Host Local will also be permitted to place inserts in the delegate bags and/or host a networking event (i.e. Network Mixer).

These terms may be amended by way of separate sponsorship agreement, should the parties choose to enter into such agreement.

3. Showcase Performances

At this time, it is acknowledged that all Official FMO showcases are contained within the Conference hotel, and may only be accessed by Conference Delegates. Tickets, wristbands, or the like are not made available for sale to the general public. At such time that FMO may extend such tickets, etc. to the general public, the parties will discuss an appropriate engagement fee for each artist performing on a ticketed stage/venue.

4. MISCELLANEOUS ENGAGEMENTS

Musicians engaged for other performances, such as opening receptions, Mayor's reception (excluding Showcases & Awards Shows) shall be engaged in accordance with the Host Local's Tariff of Fees. Musicians shall be engaged under a CFM contract (LPPC) and the FMO shall, not 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. In lieu of CFM contracts, the attached Schedule 1 shall form part of this agreement.

5. AWARDS SHOWS

The minimum fee will be \$150 per musician. This fee covers one (1) sound check and live performance rates.

Two-percent (2%) Work Dues will be deducted from all artists' compensation. Temporary Membership Permit (TMP) fees are applicable to all non-members, see Section 6 of this Agreement. FMO will deduct both TMP fees and Work Dues from musicians' earnings and remit same in one lump sum to the CFM.

FMO will make a ten-percent (10%) pension contribution, which is to be over and above all performance fees, and remitted on behalf of all performing musicians. See Section 7 of this Agreement.

The Producer will also pay two (2) nights, double occupancy, hotel accommodation for all musicians performing the Award Show and provide all-access conference badges to each musician.

House Band:

Rates for House Band to be negotiated when applicable.

6. AFM/CFM MEMBERSHIP PERMITS & DUES

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 to be deducted from the non-member's contract fee as follows:

Individual Non-Member Rate: \$5

Groups of 3 or more: \$15

Prior to the engagement being performed the FMO will provide a master list of performers to the CFM for the purposes of being provided the AFM/CFM membership status of the engaged musician(s). The master list must include band name and first and last name of each individual as it appears on their birth certificate.

For musicians engaged, the FMO will deduct or pay on their behalf, AFM work dues in the amount of (2.5%) of the scales listed in Articles 4 and 6. TMP deductions and AFM work dues pursuant to this Article will be remitted by the FMO and made payable to the CFM Host Local within thirty (30) days of the completion of the Event. The FMO will also provide a complete final list of performing musicians to the CFM within thirty (30) days of the completion of the Event. The CFM will assist the FMO by providing a sample spreadsheet listing the appropriate fees and TMP fee deductions.

In the event any non-AFM musician requests it, a receipt for the TMP will be issued. TMP fees paid can be applied towards AFM membership, provided the musician applies for membership within ninety (90) days from the first day of the engagement.

7. MUSICIANS' PENSION FUND of CANADA

FMO shall contribute the amounts as stipulated under Sections 3 and 5 above, of which are to be remitted over and above the prescribed minimum fees, and sent to the Musicians' Pension Fund of Canada (MPF). FMO will remit such contributions to the CFM by separate cheque payable to the MPF within thirty (30) days after the engagement contracts have been submitted to the CFM. The CFM will forward such contributions to the MPF on behalf of the FMO.

8. ELECTRONIC MEDIA

FMO has the right to record a 'not for commercial use' archival recording, of which segments of three (3) minutes or less may be used for news, news magazine programs, and on FMO's new media platforms only. A copy of any such recording(s) shall be filed with the CFM.

FMO shall ensure that no performance or rehearsal will be professionally recorded, reproduced, made available for commercial distribution, nor transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a specific written agreement with, or approved in writing by, the CFM relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration, and the CFM may enforce this prohibition in any court of competent jurisdiction.

The fees and conditions contained in this Agreement are specific to "live engagements" only. FMO acknowledges that the CFM has in place negotiated Agreements with all sectors of electronic media. Therefore, in the event of any recording, reproduction or transmission of any kind and for any purpose, FMO will sign a Letter of Adherence to the appropriate CFM Agreement, and the terms and conditions of that Agreement, including, but not limited to, the payment of applicable fees and benefits, shall be in effect as well as those of this Agreement.

No AFM members shall be required to sign waivers/releases of any kind relating to their performance, intellectual property rights (including but not limited to royalties, reuse or new use) or materials, without the prior consultation and consent of the CFM.

WITNESS

The parties have signed this agreement as of the day and year first written above.

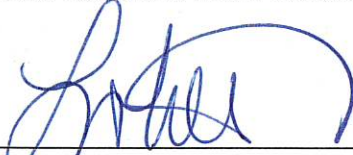
For American Federation of Musicians/CFM:

For: Folk Music Ontario



Alan Willaert
Vice President from Canada

Rosalyn Dennett, Executive Director



Liana White
Executive Director

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 themselves, 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 their 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 them, 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 itself, or having same signed by a representative/designee, acknowledges 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.

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