



# CANADIAN FEDERATION OF MUSICIANS

An Organization of the American Federation of Musicians of the United States and Canada

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## CONCERT DVD-VIDEO AGREEMENT FOR CANADA

### Scope

This Agreement may be used for the production, in Canada, of musical DVD-videos featuring Canadian performers where the main content is either a live concert or a compilation of live concerts and/or video-clips.

### Distribution/Use of Recorded Product

Upon payment of the fees herein, the Producer shall be entitled to incorporate a recorded musical performance(s) into a single product/program only, which may be broadcast (intact) and distributed (in DVD, Blue Ray, or like format) without restriction. Should such product/program be otherwise utilized, in whole or in part, audio or video; or should any other musical performance(s) recorded under this Agreement be utilized, in whole or in part, audio or video, in any media, the Producer shall enter into the applicable Agreement of the American Federation of Musicians agreement pertaining to such use, and shall fulfill all conditions of that agreement, including but not limited to, the payment of additional prevailing fees and benefits.

### Minimum Fees – Basic Recording and Filming Session

- 3 hour minimum call: – Side Musician's minimum fee at four-hundred-twelve dollars and fifty-cents (\$412.50), and leader or single musician at one-hundred percent (100%) extra. May be extended in half (½) hour units at pro rata up to a five (5) hour call when booked as a Basic Session. Limit of two (2) Basic Sessions per day. *Note: A minimum one-hour (1hour) meal break between sessions which is in addition to normal breaks at ten (10) minutes per session hour.*
- When a live performance is being recorded, fees under this Agreement are in addition to the live engagement fees which shall be covered under a separate live engagement contract. The session fee noted above is payable for each live performance recorded.
- When ten to nineteen (10-19) musicians are engaged, a playing member of the orchestra (other than the leader) shall be appointed as the contractor and be paid at fifty-percent (50%) above the side musicians' fee. For twenty (20) or more musicians the playing contractor is to be paid at one-hundred percent (100%) extra *Note: This term is subject to future amendments.*

**Doubling** (when required) calculated on the side musicians' fee as follows:

- 1<sup>st</sup> double is 30% extra
- 2<sup>nd</sup> double is 15% extra
- 3<sup>rd</sup> double is an additional 15% extra, over the 2<sup>nd</sup> double

Fees for additional doubling to rates provided above, are subject to negotiations between the musician(s), leader and the Signatory Producer for an extra amount acceptable to all parties. *Note: all final amount(s) to be stated on contract(s)*

- **Unscheduled Overtime** is charged in fifteen (15) minute increments at pro rata plus fifty-percent (50%), *e.g. \$51.56 per quarter hour.*

### **Pension Payments**

For all services performed under this Agreement, the Producers contractor/leader shall contribute twelve percent (12%) over and above all minimum fees as outlined in this Agreement to the Musicians Pension Fund Canada. In instances where the producer pays performance fees and pension to the leader or contractor a letter from the producer authorizing the leader/contractor to remit pension on the producers behalf, must be provided by the producer to the leader/contractor along with the payment of all fees.

### **Use of Recorded Performance on DVD**

For each Basic Recording and Filming Session payment described above, up to thirty (30) minutes of performance may be included on the DVD (or like media).

Additional recorded performance(s) from the same session(s) may be included on the DVD, etc., upon payment(s) to the musician(s) at the basic rate of one-hundred-thirty-seven dollars and fifty-cents (\$137.50) plus any applicable step-ups and pension (as noted above), per ten (10) minutes of such additional performance included.

### **Rehearsals**

Minimum (2) two hour call at fifty-five dollars (\$55.00) per hour for non-recorded rehearsal (e.g. note rehearsal). If the rehearsal is recorded the regular rates above will apply.

### **Music Preparation:**

The minimum fees for **arranging** and **orchestrating** required for the DVD, etc. are:

5 musicians at \$75 per minute  
6-10 musicians at \$115 per minute  
11-20 musicians at \$200 per minute  
21-50 musicians at \$300 per minute  
More than 50 musicians at \$400 per minute

The minimum fee for **copying** is \$30 per hour

### **General Terms**

1. Only the services of musicians who are members in good standing of Locals of the American Federation of Musicians of the United States and Canada may be used for the performance of any work covered by this Agreement. Should the services of non-AFM members be utilized for any such work, the Producer shall be responsible for paying and remitting to the CFM the applicable Temporary Member Permit fee, in the amount of one-hundred dollars (\$100.00) for each non-member musician, plus \$3.50 per paid session hour, per non-member musician. There is a Temporary Member Form which is required to be completed as well, please contact the CFM Office to obtain this form, if such a non-member musician situation is applicable to your recording.

2. Extra percentages for leader/contractor/doubling, etc. applicable to all fees.
3. All services to be contracted under AFM forms as provided by the AFM/CFM and/or its Locals.
4. The contract(s) must specify the name of the DVD (or like media) and clearly identify the featured artist(s). In the case of a box-set, the total number of DVDs (or like media) shall also be reported on the contract.
5. A contract service fee is required. The fee is calculated at twelve percent (12%) of the total scale fee payable to one (non-doubling) side musician. **This fee is to be paid by the producer.**
6. Considering the generality of these conditions, each DVD (or like media) project is subject to individual and specified approval by the Canadian Federation of Musicians (CFM). A producer is not to infer/imply signatory status for purposes of negotiating fees/conditions with any AFM Local members, until such time as the Producer has attained a copy of a fully executed Letter of Adherence confirming CFM's approval for use of this Agreement.
7. **The CFM logo must be included in the credits of all productions along with a credit line: "Produced with the cooperation of the Canadian Federation of Musicians".**

**For additional information please contact the CFM Office (416) 391-5161, or by email [afmcan@afm.org](mailto:afmcan@afm.org) .**