



# CANADIAN FEDERATION OF MUSICIANS

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

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## LETTER OF ADHERENCE AFM – SOUND RECORDING LABOR AGREEMENT SINGLE PROJECT SHORT FORM (for use in Canada only)

This Agreement between the Canadian Federation of Musicians (herein called 'CFM'), an organization of the American Federation of Musicians of the United States and Canada (herein called the 'AFM') and the Company known as \_\_\_\_\_ (herein called the 'Producer') relates solely to the recording project identified as \_\_\_\_\_ with the recording artist(s) known as \_\_\_\_\_. Recording for this project will commence on or after this date: \_\_\_\_\_.

1. **Terms and Conditions** – (a) for this project ONLY, the Producer agrees to abide by and be obligated to all the terms and working conditions of the AFM Sound Recording Labor Agreement (**January 16, 2012 – January 16, 2014**), Sound Recording Special Payments Fund Agreement, and the Sound Recording Trust Agreement, with respect to Sound Recordings produced under this Letter of Adherence which are hereby incorporated into this Agreement and which are hereby incorporated into this Agreement.

(b) If the Producer shall sell, assign, lease, license, or otherwise transfer title to or permission to use any master record produced under this Agreement for the purpose of allowing such party to manufacture Sound Recordings (or other devices reproducing sound) for sale, the Producer shall obtain from such party a separate Assumption Agreement requiring such party to comply with the terms of the Sound Recording Special Payments Fund Agreement and the Sound Recording Trust Agreement. Such Assumption Agreement shall be in the form set forth in Attachment A. The Producer further agrees to provide the AFM/CFM, the Sound Recording Special Payments Fund and the Music Performance Fund, within thirty (30) days of each such sale, assignment, lease license or other transfer of title, with an executed copy of the Assumption Agreement.

(c) We acknowledge and agree with the AFM that an AFM Local member covered by a Letter of Adherence or similar Agreement between us and the AFM/CFM does not have the authority to execute any agreements, waivers, releases and/or any other documents (collectively a "Release or Waiver") which actually or purport in any way to adversely amend, abridge, alter or otherwise change such member's rights or obligations (which, for such purpose shall include, without limitation, a waiver or release of fees and/or royalties for recordings and/or other media releases relating to the member or his or her works) pursuant to either the Agreement or the Bylaws of the AFM/CFM and/or its Locals. Any such Release or Waiver, if so executed by a member, shall be considered for all such purposes to be invalid and unenforceable against such individual member and/or the AFM/CFM and its Locals.

2. **Non-Precedential, Non-Citable Basis** The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as precedent and shall not be citable by either party hereto in any forum whatsoever for any purpose other than to enforce the terms hereof.

3. **Authorized Representative** The Parties each represent and warrant that the individual signing this Agreement on their respective behalves is authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

**IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.**

Producer Acceptance:	CFM Authorization or Designee:
_____ Company Name	AFM Acceptance by: _____ Signature _____ Date _____
_____ Name/Title of Authorized Officer	For information on filing contracts, fees, terms, please contact Local #: _____
_____ Signature _____ Date (mm/dd/year) _____	_____ Name of Local Official
_____ Address _____ City _____ Province _____ Postal Code _____	_____ Title _____ Telephone _____ Fax _____
_____ Telephone _____ Fax _____	Copy to Local by ___ fax; ___ mail; ___ email; Date: _____
_____ E-Mail _____ Web Site _____	

## ATTACHMENT A

### *SOUND RECORDING – SINGLE PROJECT SHORT FORM (Canada)*

1. The undersigned, \_\_\_\_\_(insert name and business address of buyer, assignee, lessee, licensee or other transferee), herein for convenience referred to as the “Distributor”, agrees with \_\_\_\_\_(insert name of Producer), herein for convenience referred to as the “Company”, that (identify Sound Recordings covered by Agreement) (“Sound Recordings”) are produced from master records containing music performed or conducted by musicians covered under one or more Sound Recording Labor Agreement, and the Distributor agrees to be legally bound by the terms and conditions of the applicable Sound Recording Manufactures’ Special Payments Fund Agreement and Sound Recording Trust Agreement\* (collectively, the “Fund Agreements”) with respect to such Sound Recordings in the same manner as if it were a signatory to the Fund Agreements. Such terms and conditions include, but are not limited to, the following:
  - a) The Distributor shall make payment to the Funds with respect to sales of Sound Recordings in the amount and at the time required under the Fund Agreements.
  - b) The Distributor shall keep full and accurate records and accounts concerning all transactions on which payments to the Fund(s) are required in convenient form and pursuant to approved and recognized accounting practices.
  - c) The Funds shall have the right at all reasonable times during the Distributor’s business hours to have their agents examine and audit all accounts and records, including the agreement between the Company and the Distributor by which rights to Sound Recordings are transferred, as may be necessary to verify that the Distributor is complying with its payment obligation to the Fund(s).
2. It is expressly understood and agreed that the rights of the Distributor to sell such Sound Recordings shall be subject to and conditioned upon compliance with the terms and conditions of the Fund Agreements, and it is agreed that the AFM/CFM (acting on behalf of any affected musician) and the Funds shall be entitled to seek injunctive relief and damages against the Distributor if the Distributor does not comply with the terms of the Fund Agreements.
3. The Distributor agrees that, in the event that it sells, assigns, leases, licenses or otherwise transfers title to or permission to use one or more Sound Recordings to another party, the Distributor will obtain from such party an Assumption agreement covering the rights disposed of in the form set forth herein and shall provide an executed copy of such Assumption Agreement to the AFM/CFM and to the Fund(s) within thirty (30) days of such sale, assignment, lease, license or transfer. Upon delivery of such Assumption Agreement and with the consent of the AFM/CFM, which shall not be unreasonably withheld, the Distributor shall not be further liable to the AFM/CFM or to either Fund for failing to comply with the terms of the Fund Agreement. Both the AFM/CFM and the Fund(s) shall look exclusively to such subsequent transferee for compliance with the terms of the Fund Agreement(s) with respect to the rights acquired. In the event the Distributor fails to deliver such Assumption Agreement or the AFM reasonably withholds its consent or both, the Distributor shall continue to be liable for compliance with the terms of the Fund Agreements with respect to the use of Sound Recordings by such third party.
4. Except as provided in the preceding paragraph, the Distributor shall be liable for the payments and other obligations described above, based only upon rights actually acquired by the Distributor and only for the period it holds such rights.

\* Previously known as the Phonograph Record Labor Agreement, Phonograph Record Manufacturers’ Special Payments Fund Agreement and Phonograph Record Trust Fund Agreement.