Canadian Federation of Musicians (CFM)

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

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Live Performance Contract

(FOR CANADA)

Contract #_____
Local #_____

THIS AGREEMENT is for the personal services of musicians, made this day of _____20_____ between the undersigned purchaser (hereinafter called the "Purchaser") and_____musicia(n)s, including the leader when applicable (hereinafter called "Musician(s)") represented by the undersigned "Leader".

It is acknowledged by all parties named herein that the Purchaser contracts for the personal services of the Musician(s), as Musician(s) severally, and the Musician(s) severally, through their Representative, agree to render collectively services as Musician(s) under the leadership of _____ (hereinafter called "Leader"), according to the following terms and conditions:

Artist/Group Name: _____

Place of engagement: _____

Date(s) of engagement: _____

Hours of engagement and starting time: _____

Type of engagement / Local clause reference: _____

1. **Musician(s) Fee: Please fill out SCHEDULE 2 for complete Fee Breakdown**
   - **A.** Total Scale Fee (pensionable earnings) $_____
   - **B.** Negotiated Fee: $_____
   - **C.** GST/HST (if applicable): $_____
   - **D.** Pension Contribution (calculate on "A" Total Scale Fee): $_____
   - **E.** **Total Fee Agreed Upon by Purchaser (A+B+C+D): $** 0.00

2. **Pension Contribution**

   The Parties acknowledge and agree that the Total Fee payable "E" includes the Purchaser's contribution to the *Musicians' Pension Fund of Canada* ("hereinafter called MPF") on behalf of the Musician(s) named in this Agreement. The contribution shall be calculated at _____% of the Total Scale Fee (pensionable earnings) "A" and shall apply to the engagement covered by this Agreement.

3. **Amount above disbursed as follows (check appropriate box below):**

   ☐ The amount shown at "D" above shall be paid by the Purchaser directly to MPF. The amounts shown at "A, B, C" shall be paid by the Purchaser to the Leader.

   OR -

   ☐ The amount shown at "E" above shall be paid by the Purchaser to the Leader. This amount includes the Pension Contribution "D" which the Leader will remit to MPF on the Purchaser's behalf.

The terms and conditions set out in SCHEDULE 1 hereof are part of this agreement.

_____ Purchaser's Name	_____ Leader's Name or Agent
_____ Signature of Purchaser or Designee	_____ Signature of Leader or Agent
_____ Street Address	_____ _____ Street Address City
_____ _____ _____ City Province Postal Code	_____ _____ _____ Province Postal Code GST/HST Number
_____ _____ Telephone Email	_____ _____ Telephone Email

NOTICE: THIS FORM OF AGREEMENT IS PROTECTED BY COPYRIGHT AND THE USE OF THIS FORM TO COVER THE SERVICES OF ANY MUSICIAN WHO IS NOT A MEMBER OR PERMITEE OF THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA IS STRICTLY PROHIBITED.

Updated Dec. 23, 2025

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 (when applicable) or Agent will distribute the amount received from the Purchaser to the Musicians, including themself, as indicated in this agreement. The amount paid to the Leader or the Agent on behalf of the Leader/Musician(s) 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, unable to 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, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the Musicians. The Purchaser agrees that a CFM National or Representative of the Musicians' Local in whose jurisdiction the Musicians are performing, 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 (or permittees) 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 themself, 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.

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.

Additional clause(s):_____

_____

_____

Live Performance Contract - Schedule 2 - Breakdown

Contract # or other reference	
Local #	

Total Scale Fee	$ 0.00
Total paid to Musician(s)	$ 0.00
Total WD to Local (+WP)	$ 0.00
Total Pension to MPF	$ 0.00
Total Contract Cost	$ 0.00

Must be completed and filed with dually signed contract.

Send all documents and paperwork to the Local or CFM National Office

All Musicians listed on the contract must be members in good standing with the AFM or Permittees.

Please reach out to your Local to confirm the membership status of all engaged Musicians.

Work Dues %	**Pension %**	**GST/HST %**
%	%	%

	Musician(s) Name	AFM ID or SIN	Basic Scale Fee	Higher Scale % (step up)	Total Scale Fee	Work Dues	Work Permit (if applicable)	Pension	Negotiated Fee (if applicable)	GST/HST - Select YES or NO from Dropdown	GST/HST Amount (If applicable)	Paid to Musician(s)
1			$	100%	$	$	$	$	$	NO	$	$ 0.00
2			$	100%	$	$	$	$	$	NO	$	$ 0.00
3			$	100%	$	$	$	$	$	NO	$	$ 0.00
4			$	100%	$	$	$	$	$	NO	$	$ 0.00
5			$	100%	$	$	$	$	$	NO	$	$ 0.00
6			$	100%	$	$	$	$	$	NO	$	$ 0.00
7			$	100%	$	$	$	$	$	NO	$	$ 0.00
8			$	100%	$	$	$	$	$	NO	$	$ 0.00
9			$	100%	$	$	$	$	$	NO	$	$ 0.00
10			$	100%	$	$	$	$	$	NO	$	$ 0.00
11			$	100%	$	$	$	$	$	NO	$	$ 0.00
12			$	100%	$	$	$	$	$	NO	$	$ 0.00
13			$	100%	$	$	$	$	$	NO	$	$ 0.00
14			$	100%	$	$	$	$	$	NO	$	$ 0.00
15			$	100%	$	$	$	$	$	NO	$	$ 0.00
			$ 0.00		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00		$ 0.00	$ 0.00