



**AMERICAN FEDERATION OF MUSICIANS
of the UNITED STATES AND CANADA
(AFM)**

APPLICATION FOR USE IN CANADA ONLY

AFM Local #226 (Kitchener)



I, _____, make application to become a member of Local # 226 (Kitchener) of the AFM, also known as **The Central Ontario Musicians' Association.**

My Professional Name (if different) _____

Present Address _____

Street #

Street Name

Apt. #

City

Province

Postal Code

Telephone _____ Fax _____ E-Mail _____

Date of Birth _____ SIN _____

What instrument(s) do you play? _____

Are you a citizen of Canada? Yes No How long have you resided in this jurisdiction? _____

If "No", what is your residence status? _____

Please list any other AFM Local in Canada or the United States wherein you previously held or currently hold membership _____

_____ Have you previously been suspended, erased, or expelled from any AFM Local? Yes No

If yes, please explain when and for what cause _____

MEMBERSHIP OBLIGATION

I, _____, do solemnly promise and declare that upon acceptance of this application, I will support the Bylaws of the **American Federation of Musicians of the United States and Canada** and submit to its mandates, obey all laws, requirements, or policies emanating therefrom as they now exist and as in the future they may be amended, as well as those of the constitution and/or bylaws of **Local # _____**, and that of any other AFM Local of which I may hereinafter become a member; and further, I acknowledge that I am eligible to receive all member entitlements as stipulated therein during the periods for which my financial obligations to **Local # _____** are fulfilled/maintained in a manner consistent with said rules. I also declare that the answers provided herein are complete and true to the best of my knowledge and belief, and in the event that it shall be proven that I have answered untruthfully, I acknowledge and agree that all fees paid pursuant to this application shall be forfeited and my membership rescinded except that the circumstances may be appealed to **AFM's Vice President from Canada**, who will render a decision which is final and binding on the Local and the applicant/member named herein.

"To all these terms I agree and pledge my sacred word of honour."

*

(Signature) (Date) Local Witness

FOR AFM LOCAL OFFICE USE ONLY

*NOTE: The reverse side of this application should be reviewed and executed. Upon acceptance of this application by the local, **a copy of both sides shall be provided to the applicant and AFM Canada.** This original is retained by the Local.

Application accepted _____ / _____ / _____
Day Month Year

New Member Orientation be viewed on _____ / _____ / _____
Day Month Year

Signed by _____ Title of Local Official _____

(For Additional Information Please Consult Your Copy of Local and AFM Bylaws)

AFM MEMBERSHIP ACKNOWLEDGEMENT FOR CANADIAN MEMBERS

(Pursuant to the Bylaws of the American Federation of Musicians of the United States and Canada)

COLLECTIVE BARGAINING

I acknowledge that the American Federation of Musicians of the United States and Canada ("AFM") and the AFM local identified on the reverse side, is my collective bargaining representative with full authority to negotiate and execute collective bargaining agreements/scale agreements with 'engagers' establishing minimum terms and conditions for my services as a professional musician/performer.

REPRESENTATION IN CONTRACTUAL CLAIM(S)/DISPUTE(S)

I further acknowledge that the AFM, is my agent for this purpose and in the name of the AFM/Local or in my name, to do all acts, initiate all proceedings, execute, acknowledge and deliver any and all documents and pleadings, litigate, collect and receive money, and, in the AFM's sole judgment, join me as a part plaintiff or defendant in suits or proceedings, or to bring suit in my or the AFM's name. In this regard, I also authorize the AFM to accept on my behalf, a reasonable **offer of settlement(s)** of any matter in dispute. I assign this authority with the understanding that AFM Bylaws grant me the right of appeal of a settlement decision which I may find unacceptable, to AFM's Vice-President from Canada. Alternatively, and in the event a settlement offer is rejected by myself and the matter is continued with AFM's participation, the AFM may offset from monies ultimately recovered from any award judgment and/or subsequent settlement, a pro rata share of the expenses, i.e. reasonable attorney's or collection agency's fees incurred in connection with that recovery.

NEW USE OF A MUSICAL PRODUCT (RESIDUAL PAYMENTS)

I also understand that, when the AFM receives any residual payments for new use(s) of a musical product produced, pursuant to an AFM collective agreement/contract, the AFM will deposit those monies into a separate interest-bearing account and then will attempt to identify and locate the musicians to whom the payments are due and to distribute those payments to them. In the event that I cannot be identified and/or located, and I do not file a claim for payment with the AFM within three years after the AFM receives payment, I authorize the AFM thereafter to transfer the monies due to me to the general treasury to be used to defray the costs of administering and operating the AFM; provided, however, that at any subsequent point I may file a written claim with the AFM and, upon doing so, I shall be forwarded my share of the residual payment to which I am entitled (without interest and offset by the applicable AFM work dues) unless the State/Province is then holding the residual payment I am due, in which case I shall apply to the State/Province for my payment. (See AFM Bylaw Article 21, Sections 1, 2(a) and 2(b)).

ACKNOWLEDGED _____

DATE _____

DO WE HAVE \$\$\$\$\$\$ FOR YOU?????

....PLEASE ASK YOUR LOCAL OFFICER FOR MORE INFORMATION - OR VISIT: www.mnrr.ca

MNRR.CA

MUSICIANS' NEIGHBOURING RIGHTS ROYALTIES

MNRR.CA

Appointment and Authorization

As Agent in relation to rights to remuneration under the Canadian Copyright Act ('Act'). I being a musician and performer who is, or will be, entitled to receive remuneration, royalties, license fees, levies or other compensation (collectively, 'Remuneration'), pursuant to the provisions of Section 19 and Section 81 of the Copyright Act (or amendments thereto) relating to private copying, neighbouring rights, the telecommunication to the public and/or the performance in public of any commercially available/published sound recordings embodying my performances (collectively, 'Uses of my Work'), hereby authorize the AFM to be my exclusive agent to collect Remuneration and distribute the proceeds of such Remuneration to me, or to any other person or entity as I may direct the AFM, in writing from time to time, and to administer and enforce my rights related to Uses of my Work. Without limiting the generality of the foregoing, I authorize the AFM to file and defend Canadian Copyright Board ('Board') tariffs and to implement and administer a licensing scheme for Uses of my Work in accordance with tariffs approved by the Copyright Board of Canada.

Further to this exclusive appointment:

- a) I authorize the AFM to enter into agreements with other collective societies, such as the NRCC, to act as its agent and/or to jointly administer the licensing schemes operated by collective societies in relation to repertoires of works, performer's performances, sound recordings, and/or communication signals.
- b) I authorize the AFM and its agents to deduct reasonable administrative fees that the AFM deems necessary to ensure that the collective administration of copyright and remuneration rights is carried out in a professional manner.
- c) This Appointment shall be effective as of the date below and shall be perpetual until revoked. I understand that I may revoke this Appointment by providing written notice of my intention to revoke this Appointment to the AFM and that this Appointment will be deemed terminated ten (10) business days after actual receipt of this notice by the AFM.
- d) The AFM may assign this Agreement to a company it owns or controls, and in such event, the AFM shall provide written notice of such assignment to me within thirty (30) days of such assignment.
- e) **I will provide a complete and current list of my eligible repertoire (all of my works), in writing or electronically, to the AFM, and also acknowledge that it is my responsibility to update this list from time to time as may be necessary.**
- f) I hereby consent to the collection, use and disclosure of the (my) personal information contained herein for the purposes of identifying me as the individual entitled to receive the remunerations authorized by this form. These records will be maintained in a confidential manner except as may be required to enforce the rights and obligations prescribed hereunder.

SIGNED _____

DATE _____

For the purposes of this Appointment and Authorization, please indicate your activity as a musician:

Featured Artist and/or Group Member **Background/Session Musician** **Symphonic/Other:** _____

If applicable, please also indicate:

Band(s)/Group(s): _____ **Manager/Agent:** _____

Band/Management Contact Information: _____