



HAMILTON MUSICIANS' GUILD

20 Hughson Street South, Suite 401, Hamilton, Ontario L8N 2A1
 Phone: 905-525-4040 email: local293hmg@bellnet.ca

MUSIC TEACHING/COACHING CONTRACT

THIS CONTRACT is for the personal services of teachers/coaches, made this _____ day of _____, _____ between the undersigned Engager (Student/Parent/Guardian) and the Music Teacher.

(month) (year)

WITNESSTH THAT the Engager (Student/Parent/Guardian) contracts for the personal services of the Music Teacher and the Teacher agrees to render to the student services as a teacher according to the following terms and conditions:

Name of Teacher/Coach:			
Name of Student:			
Instrument(s):			
Address of teaching session:			
Phone Number of Teacher:			
Rate per hour or half-hour			
Teaching Period: (beginning date to ending date)		Lesson Time Frame: (start/finish time)	

<p>TOTAL RATE AGREED UPON \$ _____ to be paid on completion of lesson or as follows:</p> <p>Advance Payment: \$ _____ Payable: Mo ___ Day ___ Year ___ No cancellation/No refund after: Mo ___ Day ___ Year ___ Balance of Amount \$ _____ Payable: Mo ___ Day ___ Year ___ Total GST/HST Payable (if applicable): \$ _____</p>	<p style="text-align: center;">MUSICIANS' PENSION FUND of CANADA CONTRIBUTIONS</p> <p style="text-align: center;">(if applicable) are INCLUDED in total fee agreed upon</p> <p>Total Scale Wages for Pension Fund Calculations: \$ _____ Pension Fund Payment at 15% of Scale Wages: \$ _____ Page 2 must be completed for processing by Local 293 and the Musicians' Pension Fund of Canada office.</p> <p>Rider attached for additional terms: YES _____ No _____</p>
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The parties hereto acknowledge that the Total Amount Payable includes the Engagers' (Student/Parent/Guardian) contribution to the Musicians' Pension Fund of Canada on behalf of the Teacher named herein with the amount stipulated being 15% of the minimum fee as per Local 293 Scale Wages for Music Teachers. The parties hereto further acknowledge that this contribution is to be paid by the Teacher, on behalf of the Engager (Student/Parent/Guardian), by a separate cheque made payable to the Musicians' Pension Fund of Canada and forwarded to the Hamilton Musicians' Guild, Local 293, CFM, 20 Hughson St. South, Suite 401, Hamilton, Ontario L8N 2A1 for processing and forwarding to the Musicians' Pension Fund office. We the signatory parties, confirm the terms and conditions set out herein and in SCHEDULE 1 (page 2) hereof are part of this contract.

	<u>ENGAGER</u>		<u>TEACHER</u>
<i>Student/Parent/ Guardian Name:</i>		<i>Teacher Name:</i>	
<i>Address:</i>		<i>Address:</i>	
<i>Phone:</i>		<i>Phone:</i>	
<i>Student/Parent/Guardian Signature:</i>	_____	<i>Teacher Signature:</i>	_____

NOTICE: THIS FORM OF CONTRACT IS PROTECTED BY COPYRIGHT AND THE USE OF THIS FORM TO COVER THE SERVICES OF ANY NON -MEMBER OF THE AFM IS PROHIBITED.

SCHEDULE 1 - AFM/LOCAL REQUIREMENTS (AS THEY RELATE TO THE PERFORMANCE(S) CONTRACTED HEREIN):

The parties to this contract: (i) shall not permit any performance(s) or rehearsal(s) related to the performance (s) to be recorded, reproduced, broadcast, transmitted or re-transmitted in any manner, or in any media, or by any means whatsoever, in the absence of a specific written agreement with the AFM, or the Local having jurisdiction over the performance(s) contracted herein, and; (ii) agree that the AFM and /or its Locals accept no liability, either express or implied, with respect to said performance(s) and /or rehearsal (s), and that, the AFM and its Locals are fully indemnified by the parties hereto for any and all claims, losses or liabilities resulting therefrom.

The Engager: (i) shall provide performance facilities which are adequate for the health and safety of the Musicians and their equipment, and; (ii) agrees that the Business Representative of the Local in whose jurisdiction the Musician (s) are performing, shall have access to the venue in which the Musicians rehearse/perform for the purpose of conferring with the Musician (s) and; (iii) hereby authorizes the Leader to replace any Musician (s) who, by illness, absence, or for any other personal or professional reason, does not perform or cannot perform any or all of the services contracted for herein without liability to the Engager and; (iv) represents and warrants that there does not exist against the Engager any outstanding claim in favour of any Musician (s), the AFM or its Local (s) and agrees that no Musician (s) of any Local will be required to perform any provisions of this contract or to render any services for the Engager, as long as any monetary judgment by a court against the Engager, in favour of the AFM, any Local or its Musician (s), remains unsatisfied or unpaid, in whole or in part. The Leader shall distribute the fees received from the Engager to the Musician (s) in the manner prescribed by the AFM's Bylaws and/or those of the Local having jurisdiction.

GOVERNING STATUTES AND OTHER LEGAL REQUIREMENTS:

The parties to this contract will submit every claim, dispute, controversy or difference involving the performance s) and arising out of, or connected with this contract, to the Local having jurisdiction herein, or the Canadian Office of the AFM whichever may be appropriate in the circumstances. If such submission does not result in a mutually acceptable settlement of the matter (s) in dispute, either signatory party to this contract may initiate proceedings in a Canadian court of competent jurisdiction to have the disputed matters adjudicated. For purpose of adjudication and unless otherwise agreed to by the parties in writing, this contract and all matters arising hereunder shall be governed by and construed in accordance with the laws of the Province or Territory in which the performance (s) occurs and the laws of Canada applicable therein. If any provision of this contract is determined at any time by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this contract and the remainder of this contract will remain in full force and effect and will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom. This contract may be executed in one or more counterparts, all of which together will constitute one and the same contract, and one or more of such counterparts may be delivered by facsimile transmission. This contract including the recitals hereto, Schedule 1 and any continuation sheet (s)/addendum (s)/rider (s) authorized and/or, signed by the parties and attached hereto constitutes the entire agreement with respect to the matters described herein, and it supersedes any and all other oral or other written contracts or representations between the parties and it shall not be altered further, except by an amendment in writing signed by all the parties hereto.

In addition to the Fees set out in Side 1, the Engager shall obtain and pay any and all licenses, approvals, consents, permits, fees and royalties required to be obtained, including but not limited to public performing rights fees to SOCAN or to any other person, firm, organization, governmental authority, (or agent thereof) legally entitled to require licensing , payment of fees, approvals, permits and consents pursuant to the Copyright Act or otherwise concerning the performance s) and shall fully indemnify and save harmless the Musician (s), the AFM, and its Locals from any and all claims , losses and liabilities now or hereafter arising with respect to such liabilities concerning the performance (s) and its authorized or unauthorized recording, reproduction, broadcast, transmission or re-transmission of any kind.

No party hereto will be held liable for delay, loss, damage or non-fulfillment of the terms of this contract if and to the extent that such delay, loss, damage, or non-fulfillment is caused by an occurrence beyond the reasonable control of such party, including but not limited to proven sickness or accident to any Musician (s), delay of transportation services or accident to means of transportation, riots, strikes, epidemics, acts of God, compliance with any act, regulation, order or request of any governmental authority or agency, or any other causes, whether direct or indirect, not within the reasonable control of such party, and which by the exercise of reasonable diligence such party is unable to prevent such delay, loss, damage, or non-fulfillment of the provisions of this contract or otherwise to be rendered by such party hereto. Exempt from these *force majeure* provisions are engagements contracted as open air performance (s) wherein the weather being unpredictable, the payments specified herein are payable by the Engager unless expressly provided for otherwise in writing, by all parties hereto. Furthermore, any Musician (s) who are parties to or affected by this contract, whose performance (s) and/or services are covered hereunder, who are prevented, suspended or stopped by reason of any strike, ban, unfair list or order or requirement of the AFM, shall be free to accept and engage in other performance (s) for other Engagers of music or other leaders without restraint, hindrance, penalty, obligation, or liability hereunder whatsoever, notwithstanding any other provisions of this contract to the contrary.

Pension Contribution

Note: A separate contract must be filed for each Engager (Student/Parent/Guardian)

If filing more than one teaching contract for the same period of engagements, a Summary Sheet* (page 3) may be attached with all individual contracts along with one cheque payable to the "Musicians' Pension Fund of Canada" for the total pension contributions for the period. Please make the following notation on the cheque "pension payment on behalf of Employer(s)"

Name of Engager (Student/Parent/Guardian)	Period of Teaching Engagements	Name of Teacher & Social Insurance Number	Total # of Teaching Hours	Total Scale Wages for Pension calculations	Total Pension Contribution at 15 %
	From: _____ To: _____	Name: _____ SIN: _____ . _____ . _____	_____	\$ _____	\$ _____

The amount of: \$ _____ to be made payable to the "Musicians' Pension Fund of Canada"

This part to be completed by a designated representative of the CFM Local having jurisdiction.	Local # 293
This confirms that the Musicians' Pension Fund of Canada contributions in the amount of \$ _____ are in the conformity with the requirements of Local tariffs or negotiated agreements referenced above and are being remitted based on applicable scale wages.	
By: _____ <small>(Signature of Local Representative)</small>	Title: _____ <small>(Print)</small>
	Month _____ Day _____ Year _____

