



CANADIAN FEDERATION OF MUSICIANS

Membership Application

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

National Office: 150 Ferrand Drive, #202, Toronto, Ontario, M3C 3E5

afmcan@afm.org | www.cfmusicians.org

Local # _____

PERSONAL INFORMATION

I, _____, make application to become

a member of Local # _____ of the AFM also known as _____
Name of AFM Local

Professional Stage or Band Name: _____

Address: _____
Street # Street Name Apt #
City Province Postal Code

Telephone: (_____) _____ Cell: (_____) _____

*E-Mail: _____ Website: _____

Date of Birth: _____ / _____ / _____ Social Insurance Number: _____
DD/MM/YYYY

GST/HST #: _____ Country of Citizenship: _____

Canadian Residence Status, if applicable: _____

Instrument(s): _____

List any other AFM Locals you are currently or have been a member of: _____

Have you been suspended or expelled from an AFM Local?: YES NO

If yes, explain why: _____

*Electronic Communications: I authorize AFM/CFM and Local # _____ to send electronic communications to me about union and music industry related matters: YES NO

MEMBERSHIP ACKNOWLEDGEMENT

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

By my signature below, I further acknowledge and confirm:

COLLECTIVE BARGAINING: The American Federation of Musicians of the United States and Canada (AFM/CFM) and the AFM local identified are my collective bargaining representatives with full authority to negotiate and execute scale agreements with engagers, which establish minimum fees and working conditions for my musical services.

CONTRACTUAL GRIEVANCES: The AFM is my agent to initiate and/or defend my interests in all contractual matters, as such I authorize the AFM/CFM, to, initiate all proceedings, and to execute, acknowledge and deliver any and all documents and pleadings, litigate, collect 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 name, the name of the Local or as AFM/CFM. I also authorize the AFM/CFM to accept on my behalf any reasonable offer of settlement in any matter of dispute. I assign this authority with the understanding that AFM Bylaws grant me the right of appeal to AFM's Vice-President from Canada, of a settlement decision which I may find unacceptable. 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 awarded or recovered a pro rata share of the expenses (i.e. lawyer/collection agency fees or other applicable disbursements).

NEW USE RESIDUAL PAYMENTS: When AFM/CFM collects residual payments for new use(s) of a musical product, pursuant to an AFM collective agreement, the AFM/CFM will hold those monies into a separate, interest-bearing account; and will attempt to identify and locate the musicians to whom the payments are due. If I cannot be identified or located, and I do not file a claim for payment within three (3) years after the AFM/CFM receives payment, I understand the AFM will transfer the monies due to me to its general treasury to be used to defray the costs of administering and operating the AFM/CFM new use departments;. However, at any subsequent point in time I may file a written claim with the AFM/CFM and, upon doing so, I shall be forwarded my share of the residual payment (without interest and offset by the applicable AFM/CFM 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)).

Member Signature: _____

Date: _____ / _____ / _____
DD/MM/YYYY

MEMBERSHIP OBLIGATION

I, the above-named professional musician and applicant, solemnly promise and declare, that I will abide by the Bylaws of the **American Federation of Musicians of the United States and Canada**, submit to its mandates, laws, requirements, and policies as they now exist, and any future amendments; as well as the constitution and bylaws of **Local # _____**, and that of any other AFM Local of which I may become a member. Further, I acknowledge that I am eligible to receive all membership entitlements during the period(s) for which my financial obligations to **Local # _____** are fulfilled in a manner consistent with rules. I also declare that the answers provided herein are complete and true to the best of my knowledge; in the event it is proven that I have answered untruthfully, I acknowledge that all fees paid pursuant to this application shall be forfeited and my membership rescinded. I also declare that this Authorization will be considered binding on me even if executed and delivered to AFM by facsimile or electronically in PDF, TIF, JPG or similar format.

Member Signature: _____

Date: _____/_____/_____
DD/MM/YYYY

Local Witness: _____

FOR AFM LOCAL OFFICE USE ONLY

Upon acceptance of this application by the local, a copy of both sides shall be provided to the applicant and to CFM. This original is retained by the Local.

Application Accepted: _____/_____/_____
DD/MM/YYYY

New Member Orientation: _____/_____/_____
DD/MM/YYYY

Signed: _____

Name and Title of Local Official: _____



Musicians' Rights Organization Canada

Appointment & Authorization Form

1200 Eglinton Avenue East, Suite 505, Toronto, ON, M3C 1H9
Tel: 416.510.0279 Toll-free: 1-855-510-0279 Fax: 416.510.8724 SKYPE: MROC
Email: info@musiciansrights.ca web: www.musiciansrights.ca

Performer/Professional Name

Legal Name

Group Name (if applicable)

_____-_____-_____
Social Insurance Number

____/____/_____
Date of birth - DD/MM/YYYY

Citizenship: Canadian Citizen Permanent Resident Other _____

(____) _____
Phone **Email** **Website**

Mailing Address: Home Business Management Other _____

Province/Territory of Residence - (Canadian residents only - for HST/GST taxation purposes): _____

Contact Person (if different from performer): Manager Agent Other _____

Name **Email** **Phone**

Cheques or Direct Deposits to:

[Must be the legal name (or registered professional name) of the performer or of the performer's closely held corporation]

I the undersigned, being the Performer (or the parent or legal guardian of the minor Performer referenced above) who has performed as a musician or vocalist (i.e., a performing artist) on at least one eligible sound recording, hereby appoint MROC, retroactively to 1997, to be my exclusive agent throughout the world for the purposes of licensing users of eligible sound recordings embodying my performances and for the purposes of collecting and distributing to me remuneration, royalties, license fees, levies and all other compensation ("Remuneration" herein) arising out of the uses of my performances contemplated by sections 15 (including but not limited to fixation, reproduction and making available), 19 (telecommunication to the public and performance in public) and 81 (reproduction on blank recording media) of the *Copyright Act of Canada* and by the equivalent legislation in foreign countries; together with the right to receive the performer's share of Remuneration otherwise payable, pursuant to certified tariffs, only to sound recording copyright collectives (including but not limited to so-called broadcast mechanical tariffs).

Furthermore or for clarification:

1. The foregoing authorization includes the rights to administer and to enforce my rights related to the use of my performances, including without limiting the generality of the foregoing the right to file and defend tariffs for certification by the Copyright Board.
2. The foregoing authorization also includes the rights to license and to collect and distribute Remuneration arising out of amendments to or expansions of the rights referred to herein.
3. If I have previously filed a similar authorization with any other neighbouring rights collective representing performers, that authorization has been revoked.
4. Nothing herein prohibits MROC from assigning its rights hereunder or a portion thereof to other copyright collectives in order to carry out efficiently its mandate hereunder. For example, but without limiting the generality of the foregoing, I acknowledge that certain rights will be assigned to Re:Sound (formerly NRCC) and to similar copyright collectives operating domestically in other territories. In the event that MROC assigns all my rights to another copyright collective, I understand that MROC will notify me within thirty (30) days following such assignment.
5. This Appointment is effective as of the date it is signed, will continue in effect until December 31 of the fourth year following its signature and will automatically renew for successive five-year periods unless I revoke it in writing not less than thirty (30) days prior to any renewal date. Revocation shall be effective at the end of the then current term.
6. I authorize MROC and its agents to deduct reasonable administrative fees in order to perform effectively their mandate hereunder.
7. For the purposes of proper identification and to the extent necessary for MROC and its domestic and foreign agents to carry out its mandate, I consent to the collection, use and disclosure of the personal information contained herein to third party copyright collectives, and to the upload of this personal information to the International Performers Database (IPD), the Virtual Recording Database (VRDB) and any similar and successor databases for use by such copyright collectives. I understand that MROC and its agents shall maintain this information in a confidential manner.
8. I understand that it is my obligation to supply and to update from time to time a list of all eligible sound recordings embodying my performances.

Performer's Signature

____/____/_____
Date - DD/MM/YY