



CONTRACT

American Federation of Musicians of the United States and Canada

CONTRACT No.
D 02452

Local 145
207 WEST HASTINGS ST.
VANCOUVER, B.C. V6B 1J6

THIS CONTRACT for the personal services of musicians, made this 18th day of Sept /74, 19 , between the undersigned employer (hereinafter called the "employer") and Vocalist & 6 musicians (hereinafter called "employees"). WITNESSETH, That the employer employs the services of the employees as musicians severally and the employees severally through their representative (leader or contractor) agree to render collectively to the employer services as musicians according to the terms and conditions contained herein. The terms and conditions on the reverse side hereof are an express part of this contract as though set out in full below.

TYPE OF ENGAGEMENT (SPECIFY) (PLEASE PRINT) Dance
SPONSORING ORGANIZATION (PLEASE PRINT) Associated University College Employees
PLACE OF ENGAGEMENT Commodore Cabaret ADDRESS _____
LEADER Brick Henderson ADDRESS _____

CASUAL ENGAGEMENTS	CONTINUING ENGAGEMENTS
DATE OF ENGAGEMENT <u>Sat Oct 5/74</u>	DATE(S) OF ENGAGEMENT _____
HOURS OF ENGAGEMENT _____	HOURS OF ENGAGEMENT _____
FROM <u>9P.M.</u>	NUMBER OF MUSICIANS (INCLUDING LEADER) _____
TO <u>1 A.M.</u>	
DATE OF REHEARSALS _____	WEEKLY FEE AGREED ON \$ _____
FROM _____ TO _____	SCHEDULE OF PAYMENTS _____
FEE AGREED ON \$ <u>350.00</u>	SPECIAL CONDITIONS (OVERTIME, EXPENSES, ETC.) _____

\$50.00 deposit returnable with this contract- Balance in full payable after engagement.

EMPLOYEES (PLEASE PRINT)	MINIMUM BASIC FEE	EXTRA FEES*	TOTAL NEGOTIATED FEES	EMPLOYEES (CONT.)	MINIMUM BASIC FEE	EXTRA FEES*	TOTAL NEGOTIATED FEES
LEADER	\$	\$	\$		\$	\$	\$
				TOTAL			

*DISTANCE FEES. OVERTIME, OVERSCALE, ETC.

<u>Associated University College Employees</u> EMPLOYER'S NAME	<u>Brick Henderson</u> LEADER'S NAME
<u>X Jean Kards</u> SIGNATURE OF EMPLOYER	<u>Brick Henderson</u> SIGNATURE OF LEADER
<u>c/o Joan Cosar-Govt. publications U.B.C.</u> ADDRESS	ADDRESS
CITY _____ PROVINCE _____	CITY _____ PROVINCE _____
PHONE _____	LEADER'S REPRESENTATIVE _____



TERMS AND CONDITIONS

Upon request by the American Federation of Musicians of the United States and Canada (herein called the "Federation") or the local in whose jurisdiction the employees shall perform hereunder, the employer shall make advance payments hereunder or shall post an appropriate bond.

ADDITIONAL TERMS AND CONDITIONS

If any employees have not been chosen upon the signing of this contract, the leader shall, as agent for the employer and under his instructions, hire such persons and any replacements as are required for persons who for any reason do not perform any or all services. The employer shall at all times have complete control over the services of employees under this contract, and the leader shall, as agent for the employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the employees to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the employees. On behalf of the employer the leader will distribute the amount received from the employer to the employees, including himself as indicated on the opposite side of this contract, or in place thereof on separate memorandum supplied to the employer at or before the commencement of the employment hereunder, and take and turn over to the employer receipts therefor from each employee, including himself. The amount paid to the leader includes the cost of transportation, which will be reported by the leader to the employer.

All employees covered by this agreement must be members in good standing of the Federation. However, if the employment provided for hereunder is subject to the Labor-Management Relations Act, 1947, all employees who are members of the Federation when their employment commences hereunder, shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.

To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any employees hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

Any employees who are parties to or affected by this contract are free to cease service hereunder by reason of any strike, ban, unfair list or requirement of the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

Representatives of the local in whose jurisdiction the employees shall perform hereunder shall have access to the place of performance (except to private residences) for the purpose of conferring with the employees.

The performances to be rendered pursuant to this agreement are not to be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement between the employer and the Federation relating to and permitting such recording, reproduction or transmission.

The employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for any such employer. No employee will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part. If the employer breaches this agreement, he shall pay the employees, in addition to damages, 6% interest thereon plus a reasonable attorney's fee.

The employer, in signing this contract himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

To the extent permitted by applicable law, there are incorporated into and made part of this agreement, as though fully set forth herein, all the By-laws, Rules and Regulations of the Federation and of any local of the Federation in whose jurisdiction services are to be performed hereunder (insofar as they do not conflict with those of the Federation,) and the employer acknowledges his responsibility to be fully acquainted, now and for the duration of this contract, with the contents thereof.

The employer hereby covenants and agrees to obtain and pay all and any licenses and fees required to be obtained by or to be paid to Composers, Authors and Publishers Association of Canada Limited or B.M.I. Canada Limited or any other person, firm or corporation legally entitled to require licensing and/or payment of fees, with respect thereto and to indemnify and save harmless the employees and their representatives of and from any and all claims now or hereafter made by them or any one or more of them with respect to the said engagements.