



# BOOKING CONTRACT

This contract for the personal services of musicians on the engagement described below, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the undersigned Purchaser of Music (herein called "Employer") and \_\_\_\_\_ musicians (including leader). The musicians are engaged severally on the terms and conditions on the face hereof. The leader represents that the musicians already designated have agreed to be bound by said terms and conditions. Each musician yet to be chosen, upon acceptance, shall be bound by said terms and conditions. Each musician may enforce this agreement. The musicians severally agree to render services under the undersigned leader.

**1. Name and Address of Place of Engagement**

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Name of Band or Group \_\_\_\_\_

**2. Date(s), starting and finishing time of engagement**

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**3 Type of Engagement 4. Wage agreed upon**

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**4. Compensation**

\$ \_\_\_\_\_

This wage includes expenses agreed to be reimbursed by the employer in accordance with the attached schedule, or a schedule to be furnished the Employer on or before the date of the engagement.

**5. Employer will make payments as follows:**

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Upon request by the Federation or the local in whose jurisdiction the musicians shall perform hereunder, Employer either shall make advance payment hereunder or shall post an appropriate bond.

If the engagement is subject to contribution to the A.F.M. & E.P.W. Pension Welfare Fund, the leader will collect same from the Employer and pay it to the Fund; and the Employer and leader agree to be bound by the trust Indenture dated October 2, 1959, as amended, relating to services rendered hereunder in the U.S., and by the Agreement and Declaration of Trust dated April 9, 1962, as amended, relating to services rendered hereunder in Canada.

6. The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.

7. In accordance with the Constitution, By-laws, Rules and Regulations of the Federation, the parties will submit every claim, dispute, controversy or difference involving the musical services arising out of or connected with this contract and the engagement covered thereby for determination by the International Executive Board of the Federation or a similar board of an appropriate local thereof and such determination shall be conclusive, final and binding upon the parties.

#### **ADDITIONAL TERMS AND CONDITIONS**

The leader shall, as agent of the employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, acts of God, or any other legitimate conditions beyond their control. On behalf of the Employer the leader will distribute the amount received from the Employer to the musicians, including himself as indicated on the opposite side of this contract, or in place thereof from each musician, 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 musician performing hereunder to the Federation pursuant to its Constitution, By-laws, Rules, Regulations, and Orders.

Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved by the Federation or by any reason of any other labor dispute approved by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

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

No performance on the engagement shall 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 with the Federation relating to and permitting such a 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 such Employer. No