



CONTRACT FOR MUSIC TEACHING

CANADIAN FEDERATION OF MUSICIANS, AFM LOCAL 820

59 Duckworth Street, St. John's NL A1C 1E6

Telephone: 709-722-8005 Fax: 709-722-8088

Email: info@cfm820.ca

This Contract is made this _____ day of _____, 20____ between the following music teacher, _____ hereinafter the **Instructor**, and the following Engager (Student or a parent or guardian who is authorized to represent a Student who is a minor), _____ hereinafter the **Engager**. This document confirms that the Engager contracts the services of the Instructor who agrees to render her/his services as a music teacher according to the terms and conditions set out herein and as further specified in **Schedule 1** and in any rider or document attached to and initialed by both parties to this Contract.

It is acknowledged by all parties herein, that nothing in this contract shall be so construed as to interfere with any obligations which the Instructor may owe to their respective Local as provided under its rules, regulations, bylaws or constitution and those of the AFM/CFM which may be appropriate, and said member Instructor is bound to adhere to the professional standards (*code of ethics*) established and maintained by the AFM/CFM and its Locals.

This Contract is for ____ lessons taking place during the month(s) of _____, 20 ____.

Lessons shall be scheduled on _____ at ____ am/pm.

Length of individual lesson: ____ minutes Instrument/Subject of Instruction: _____

Fee Agreed Upon: \$ _____ per lesson x _____ lessons = TOTAL FEE: _____

To be paid: ____ following each lesson
____ on a monthly basis
____ in full for the series of lessons contracted herein

No refund will be paid by the Instructor to the Engager if this Contract is cancelled after: ____/____/____
Day/Month/Year

Minimum Scale Fees paid under this Contract: \$ _____ x Pension rate: ____ % = Amount: _____
x Work dues rate: ____ % = Amount: _____

In the event that the Engager or Student does not attend any scheduled lesson, this will not affect the fees to be paid herein. Missed lessons may be rescheduled at the discretion of the Instructor.

A rider is attached stating additional terms and is initialed by both parties: Yes () No ()

Contributions shall be paid to the **Musicians' Pension Fund of Canada** by the Engager directly, or by the Instructor on the Engager's behalf, as a portion of the "Total Fee Agreed Upon," based on a percentage of **10%** of Local minimum scale fees. Such contributions shall be paid to the Musicians' Pension Fund of Canada as pension contributions on account of the Instructor's services herein, pursuant to the terms and conditions of the Fund. Work dues are **3%** of local minimum scale fees and are to be paid by the Instructor to CFM Local 820 as per the Local's By-Laws and Schedule of Minimum Fees.

Total Scale Fees for this Contract: \$ _____ (Based on *CFM Local 820 Tariff of Minimum Fees*)
 10% of Scale Pension for this Contract: \$ _____ (Payable to **Musicians' Pension Fund of Canada**)
 3% of Scale Work Dues for this Contract: \$ _____ (Payable to **CFM Local 820**)

We, the signatory parties, hereby confirm the terms detailed herein and in any rider attached hereto.

ENGAGER

The Signatory hereby accepts personal liability for the fees payable herein unless the Signatory is acting as the authorized representative of a purchaser who is legally solvent and has the legal capacity to be bound by the provisions herein.

Name: _____ (Individual or proper corporate name)

Address: _____

City: _____ Prov: _____ Postal Code: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: ____ / ____ / ____

INSTRUCTOR

Name: _____ (Individual or proper corporate name)

Address: _____

City: _____ Prov: _____ Postal Code: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: ____ / ____ / ____

To be completed by a designated representative of AFM Local 820

This confirms that Musicians' Pension Fund of Canada pension contributions of \$ _____ and local work dues in the amount of \$ _____ have been remitted in conformity with requirements of Local 820 tariffs or the negotiated agreements referenced above, and are based on applicable Local scale wages.

Authorized by: _____

(Signature of Local Representative)

Local Seal

Title: _____ / ____ / ____

Month / Day / Year

NOTICE: This Contract form is protected by copyright. Its use to cover the services of any Instructor (s) who are not member (s) of the AFM is strictly prohibited and may subject the non-member user to legal sanctions.

SCHEDULE 1

AFM/LOCAL REQUIREMENTS (as they relate to the Services specified herein)

The parties to this contract: (i) shall not permit any service herein 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: represents and warrants that there does not exist against the Engager any outstanding claim in favour of any Instructor (s), the AFM or its Local (s) and agrees that no Instructor from 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 Instructor (s), remains unsatisfied or unpaid, in whole or in part.

The parties to this contract will submit every claim, dispute, controversy or difference involving the services 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, ex-cept by an amendment in writing signed by all the parties hereto.

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 Instructor (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.