

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")



CONTRACT

(Form LP-1)

**FOR LOCAL ENGAGEMENTS ONLY
(NOT FOR USE IN CANADA)**

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean Local Union No. 655 Of The Federation.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this ____th day of _____, 20____ between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: _____

Name of Band or Group: _____

Number of Musicians: _____ Number of Vocalists: _____

2. Date and Time of Engagement: _____

3. Type of Engagement: _____

4. Compensation Agreed Upon: \$ _____

Payments to be Made as Follows:

Deposit of	_____	due	_____
Final Payment of	_____	due	_____
Overtime:	_____	per	_____

5. Purchaser Will Make Payments As Follows: _____

6. 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 recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 8 below and the Federation may enforce this prohibition in any court of competent jurisdiction.

7. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and it's agents, and by each musician who is party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician (s)"), and by the agent or agents of each participating musician, including the Local Union. It is expressly understood by the Purchaser and the musician (s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

8. PENSION: Pension contributions to the American Federation of Musicians' and Employers' Pension Fund with respect to the services described herein shall be payable solely in accordance with the terms and conditions of a collective bargaining agreement or a participation agreement between the employer of the musicians providing the services under this contract and the Local Union.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Purchasers Name / Corporate Name

Members Name & Local

X _____

X _____

Address

Address

City, ST, Zip

City, ST, Zip

Phone

Phone

9. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the purchaser has chosen the procedure set forth in "B":

A. **(American Arbitration Association)** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those costs personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician (s).

B. **(Local Union)** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with the responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician (s) and all rulings and awards made by the IEB on appeal shall be final and binding upon the Purchaser and participating musician (s). Any party to an arbitration proceeding before the Local Union or to an arbitration appeal to the IEB may bring an action to conform or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician (s) agree to submit to the jurisdiction of such court or courts for that purpose.

10. A representative of the Local Union shall have access to the place of engagement covered by this contract for purposes of communicating with the musician (s) performing the engagement and the Purchaser.

11. **Control:** Musician(s) shall have sole and exclusive control over their production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances and Musician(s) shall have the sole right, as Musician(s) may see fit, to designate and change performing musicians at any time.

12. **Delay:** Musician(s) and Purchasers obligation under this Contract is subject to detention, delay, hindrance, interruption and prevention by reason of sickness, inability to perform, accident, transportation difficulties, Acts of God, force majeure, riot, strike, labor condition, epidemic, war, fire, public emergency or other disturbance, act or order of any public authority or any other cause or reason, similar or dissimilar beyond Musician(s) control. Purchasers deposit will be returned.

If outdoor show, Purchaser will provide covered stage and Musician(s) shall be paid "RAIN OR SHINE." This engagement is not subject to cancellation by Purchaser for inclement weather.

13. **Enforcement:** This Contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each Musician who is a party to this Contract or whose name appears on the Contract or who has, in fact, performed the engagement contracted for (herein called "participating Musician(s)"), and by the agent or agent(s) of each participating Musician.

14. **Cancellation:** If the Purchaser shall fail to perform any material aspect of the Purchaser's obligations hereunder, or if the Purchaser shall, for any reason, cancel this engagement, the Musician(s) or Musician(s) agent may at its option, elect to cancel this Contract upon notice to the Purchaser at any time after such default. If cancellation is so elected, the Musician(s), at its option, may elect to exercise all remedies then available at law/or retain as liquidated damages those monies then on deposit pursuant to this Contract with the Musician(s) or the Musician(s) agent.

15. **Additional Provisions:**