



Agreement

between

The Canadian Federation of Musicians (CFM)

Local 553

and

The Canadian Country Music Association (CCMA)



PREAMBLE

This Agreement sets out the terms and conditions under which the Canadian Country Music Association (hereinafter referred to as "CCMA") engages Musicians and other persons covered by this Agreement within the exclusive jurisdiction of the Canadian Federation of Musicians (hereinafter referred to as the "CFM").

All present provisions of the Constitution, Bylaws, Rules and Regulations of the AFM/CFM and its Locals are, insofar as the foregoing does not conflict with any of the provisions of this Agreement, made part of this contract. For greater certainty, in the event that any such conflict should appear, the provisions of this Agreement shall prevail.

CCMA recognizes the CFM, and by extension its Locals as the exclusive bargaining agent for all CFM musicians engaged for, or performing at all events connected with Country Music Week.

CCMA and the CFM (and its Locals) agree that this Agreement is a Voluntary Recognition Agreement as understood pursuant to the governing legislation in each/any province where the Country Music Week events may take place, and that the CFM will file this Agreement as a Voluntary Recognition Agreement with the appropriate authority in each province. CCMA and the CFM further agree that once so filed this Agreement will constitute a binding Voluntary Recognition Agreement as understood pursuant to the governing legislation in each province.

For further clarity, the Host Local is the AFM Local having jurisdiction of the location where the Country Music Week events take place.

1. TERM

The term of this agreement shall be from July 1, 2017 through September 11, 2017. A new multi-year agreement will be negotiated post PotashCorp Country Music Week starting in October 2017.

2. CFM/HOST LOCAL REPRESENTATION

The CFM and/or the Host Local shall be entitled to a total of two (2) complimentary performer credentials for Country Music Week and two (2) for the award broadcast, such credentials to be used for the purpose of allowing representatives of the CFM/Host Local, in whose jurisdiction the musicians shall perform, to gain access to Venues for the purpose of conferring with and advising the musicians and observing performances taking place at such Venues.

The Host Local will be provided with booth space near the PotashCorp Country Music Week Registration Desk.

3. NOTIFICATION AND PARTICIPATION

The CCMA will use its best efforts to provide the CFM and Host Local with a preliminary list of CFM musicians for all Venues at least 15 days in advance of the Country Music Week events, and will also meet with representatives of the Host Local at least 15 days in advance of Country Music Week events to share

information, deal with any mutual concerns and confirm notification, completion and payment dates under this Agreement.

4. PERFORMANCE FEES

CCMA shall pay, or cause to be paid to performers engaged for each Event, at fees conforming with the following CFM minimum scales:

- (i) Showcase performances: \$200.00 (Leader/Single) / \$200.00 (Sidemusician);
- (ii) Welcome Reception: \$200.00 (Leader/Single) / \$200.00 (Sidemusician);
- (iii) Pre-Award Show Performances: \$200.00 (Leader/Single) / \$200.00 (Sidemusician);
- (iv) House Band (if any): \$200.00 (Leader) / \$200.00 (Sidemusician).

The above House Band rates are for a 2-hour show. The House Band will not be on stage for longer than 90 minutes without a break. In the event the show extends over 2 hours, overtime rates will apply (in increments of 15 minutes at \$50.00 for sidemusician and \$50.00 for leader). The above House Band rates will also apply to the Welcome Reception in the event that a house band is used for that event.

- (v) Songwriters Circle: \$200.00 (Leader/Single) / \$200.00 (Sidemusician) in addition to broadcast fees paid to musicians performing at the Songwriters' Circle by any broadcaster or internet provider.

Musicians shall have the right to negotiate higher fees than these amounts, which are stated as minimum fees based on CFM scales. Musicians shall be engaged under a CFM Live Performance Contract (LPC attached) and CCMA shall, no later than seven (7) days prior to performances, forward copies of all such contracts and a preliminary list of all performers to the Host Local. In lieu of CFM contracts, the attached Schedule 1 shall form part of this agreement.

5. MUSICIANS' PENSION FUND of CANADA

CCMA shall contribute an amount of ten percent (10%) of the above minimum scale for all musicians covered by this Agreement to the Musicians' Pension Fund of Canada.

CCMA will remit such contributions to the Host Local by separate cheque made out to the Fund within sixty (60) days of the completion of Country Music Week, along with contracts and/or spreadsheet, and the Host Local will forward such contributions to the Fund on their behalf.

6. AFM WORK DUES

Five percent (5%) of minimum scales above shall be deducted from all musicians, and forwarded to the host Local within sixty (60) days of the completion of Country Music Week, along with contracts and/or spreadsheet. The 5% deducted from musicians who are not members of the AFM shall be considered a Temporary Membership for the purposes of this Agreement.

7. BROADCAST & RECORDINGS. "This clause does not apply to the CCMA Awards Show".

CCMA shall not record, reproduce or permit transmission other than for media news stories (which includes social media news stories), any performance or rehearsal relating to Country Music Week without a specific written agreement in writing signed by the CFM permitting such recording, reproduction or transmission.. Nothing in this section shall require CCMA to monitor or prevent audience members from privately recording any performance associated with the Country Music Week events for their personal use, within the parameters of Canada's *Copyright Act*, unless a recording prohibition is requested by an Artist.

Notwithstanding the foregoing: (i) CCMA and its contractors shall be entitled to film, record and reproduce the performances and/or rehearsals relating to Country Music Week events and CCMA may include such footage and recordings solely in CCMA-related publicity and promotional reels; and (ii) so long as CCMA does not otherwise record, reproduce or transmit any performance or rehearsal relating to Country Music Week on its own behalf. Such footage will be limited to a maximum of three (3) minutes of musical product and will not constitute a complete song, piece or movement.

In the event that CCMA authorizes any other third party in recording, reproducing or transmitting any performance or rehearsal relating to Country Music Week events, CCMA shall first notify the CFM of such intention. It will be CFM's responsibility to contact and negotiate with the third party for an agreement and rates. For any videotaped or broadcast use CCMA shall use its best efforts to cause the broadcaster to include the CFM logo or have verbal mention in the credits with "Produced with the co-operation of the Canadian Federation of Musicians and AFM Local ____."

8. STREAMING "This clause does not apply to the CCMA Awards Show"

Live streaming of Country Music Week events (other than the CBC Awards show Broadcast) is subject to the Air Rate as provided for within the CFM Cable/Specialty Channel Agreement, the terms and conditions of which are incorporated and deemed part of this Agreement.

Providing the performance has been contracted and the Musicians paid the appropriate fees with a one (1) year broadcast window, and shall be the Air Rate of \$79.35 for 30 minutes of content. A B7 report form must be filed with the Host Local for each performance which is recorded for streaming.

If the Performance has not been contracted as per Article 5 of this Agreement, then the performance shall be treated as a "studio" performance and the work time fees contained with the Cable/Specialty Channel Agreement shall apply. For clarity, the following section is not applicable unless the Performance is recorded and utilized outside the terms of this Agreement.

PRODUCTION AND PROGRAMMING FOR USES ON CANADIAN PAY CABLE/SPECIALTY CHANNELS/STREAMING

For programming produced in Canada by Independent Canadian producers, intended for initial broadcast on Canadian pay cable networks, including informational and/or educational channels generally referred to as 'Specialty Channels'.

For payment to AFM musician/members, the following to apply:

A 'Work Time' rate to apply to session times. Number of members engaged to remain constant throughout each session. Minimum call of 3 hours; maximum call 5 hours. Maximum 2 sessions during any given 10 hour period. Minimum meal break between sessions - 1 1/2 hours. Breaks during sessions @ 10 minutes per hour. Not to be taken during first 1/2 hour or during last 1/2 hour unless used as 'break' before unscheduled overtime commences.

Note: (a) Minimum 3 hour call on any given day of recording except for programming produced for daily weekday/broadcast wherein the same member/orchestra (studio band) is utilized, the minimum call on any given day may be 2 hours. (b) Rehearsals distinct from 3 hour session call for (no recording) music rehearsal, sound checks, camera placements lighting/costume, etc. – minimum call 2 hours @ work time rate, etc.

Work Time Rate = \$51.50 per hour.

Additional time in 1/2 hour segments, or part thereof @ \$25.75

Unscheduled overtime @ \$25.75 per 15 minute segment

In addition, a 'Broadcast Air Rate' to be paid for all programming, in which the member's recorded services are utilized - @ \$79.35 per 1/2 hour or segment thereof.

*Example - Minimum fee for 1/2 hour of programming - (3 x \$51.50 = \$154.50) + (\$79.35) = \$233.85
Additional programming from same session @ 79.35 per 1/2 hour*

Leader fee - up to 3 musicians engaged @ 50% extra

- 4 or 5 musicians @ 75% extra

- 6 or more musicians @ 100% extra

- when 10 or more musicians engaged, one playing side musician (other than the leader), shall be designated by the Leader to act as the orchestra's contractor/steward and paid @ 50% extra.

Notes: (i) Subject to the payment of the minimum fee for 1/2 a hour of programming as provided herein, up to 5 minutes of music may be recorded for use as themes, cues, ID's, stings, bumpers, segue, etcetera,

(a) by pay cable networks/specialty channels, or,

(b) on programs which are broadcast as a seasonal series (maximum 13 episodes);

(ii) It being further understood that **RELEASE** and **DISTRIBUTION** terms to apply as may be appropriate to all music produced hereunder (see page 3).

Total programming shall be designated, contracted and paid for, according to the above formula and for release and distribution of the finished product as also provided herein, within 14 days of the completion of the original session(s). The music recorded herein is designated for, and once synchronized to the mastered film(s), the audio track(s) may not be separated from the film(s) and/or utilized for any different 'show', 'program' or 'purpose'. Additional programming may be edited from the master film(s) at some later date, (which does not require additional member services), upon rate payment of \$79.35 per 15 minute segment, or part thereof, plus all additional benefits and distribution uses as herein provided.

In conformity with AFM contracting procedures, the producer shall contract member services with one member being the designated 'Leader' who shall be responsible for engaging the musician(s) required by the producer and providing a properly completed contract in conformity with the terms herein.

Also, in conformity with AFM/Local rules/regulations, it is incumbent on the Leader and/or contractor to maintain strict adherence to all terms and conditions as herein provided and all AFM/Local rules/regulations as may be appropriate, which are incorporated herein by reference. The engaging/disengaging of members, or, minimum performing standards related to length of sessions, rest periods, additional fees, etc., shall be as detailed within the rules/regulations and/or Bylaws of the AFM and/or those of the AFM Local having appropriate jurisdiction over the members and services provided herein. The producer acknowledges and agrees that the member musician(s) engaged herein will not

knowingly be required to perform and/or provide services in any manner contrary to these minimum professional standards, and/ or contrary to any obligations owed by said members, to the AFM and/or their Locals.

MUSICIANS PENSION FUND CANADA CONTRIBUTIONS

Pension calculated on all musician fees payable hereunder; a pension fund contribution shall be paid by the producer, equivalent to 11% of total fees earned, and forwarded by a separate cheque made payable to Musicians Pension Fund Canada. This cheque to be included in the package with the payment to the Leader.

WORK DUES AND ADMINISTRATION FEES

With regard to the effective administration of this agreement, contracts, etc., the producer agrees to a work

dues 'check off', as follows:

- (a) deduct 5% from the Leader's cheque (representing the 'work dues' owed by AFM members engaged herein), and;
- (b) 'match' this amount as the Producer's share of administrative costs herein, and;
- (c) include both amounts in a cheque made payable to the Host Local and;
- (d) include this cheque along with all payments as provided herein.

Remainder of total fees payable, to be forwarded (under one cheque) to the Leader named on the contract, who is responsible to pay the members of his/her band.

All cheques payable hereunder, shall be provided by the Producer to the Leader who shall forward all necessary copies of contracts, cheques, etc. to the AFM Local having jurisdiction herein.

Upon receipt of, acceptance of, and/or deposit of contracts, all cheques, etc., by the Local, the Local will confirm to the producer that he/she is entitled to sell/distribute the programming produced herein, according to the distribution uses purchased according to the scale fees as stipulated herein. In addition the Local shall provide an itemized receipt to the Leader for Work Dues paid/received herein.

RELEASE AND DISTRIBUTION

Upon initial payment of 'scale fees' as declared and contracted herein, full 'unlimited' release rights for Canadian 'pay cable networks', for one year from date of first airing (establishing a one year broadcast window).

During this initial programming period, the producer has the option to prepay additional pay cable sales/distribution as follows:

1. For 'US' pay cable networks - an additional 50% of original 'scale fees', for one year 'unlimited' release rights from date of first airing.
2. For 'rest of world' pay cable networks - an additional 50% of original 'scale fees' for one year 'unlimited' release rights from date of first airing, or;
3. 'Unlimited release rights' for 'Canada', 'US', and 'rest of world' for pay cable networks for a

period of three years from date of first airing, provided;
(a) this option 3 is designated on the original contract, and
(b) all 'scale' fees are paid @ 100% extra.

All sales/distribution (uses) not provided for herein and/or changes to the provisions of this agreement are

only permitted with expressed agreement being negotiated by the AFM's Vice-President from Canada. It is also understood that agreement for new uses will usually be accommodated upon additional payment being made to the contracted musician(s) in conformity with minimum scale fees attributable for said use(s), pursuant to the appropriate AFM/CFM agreement.

We acknowledge and agree with the AFM/CFM that an AFM Local member covered by a Letter of Adherence or similar agreement between us and the AFM/CFM (the "Agreement") does not have the authority to execute any agreements, waivers, releases and/or any other documents (collectively a "Release and Waiver") which actually or purport in any way to adversely amend, abridge, alter or otherwise change such member's right or obligations (which, for such purpose shall include, without limitation, a waiver or release of fees and/or royalties for recordings and/or other media releases relating to the member or his or her works) pursuant to either the Agreement or the Bylaws of the AFM and/or its Locals. Any such Release and Waiver, if so executed by a member, shall be considered for all such purposes to be invalid and unenforceable by us against any such individual member and/or the AFM/CFM and its Locals.

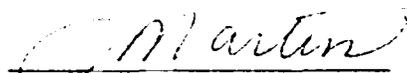
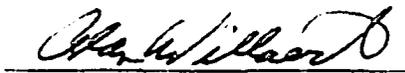
WITNESS: The parties have signed this agreement as of the 15 day of August, 2017.

Canadian Federation of Musicians

The Canadian Country Music Association

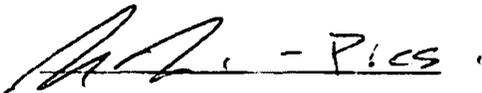
Alan Willaert

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CANADA



SCHEDULE 1

No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser hereby authorizes the Leader on his behalf to replace any Musician who, by illness, absence, or for any other reason, does not perform any or all of the services provided for under this agreement. The agreement of the Musicians 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 Musicians. The Purchaser agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.

The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.

The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.

The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or any other person, firm or corporation legally entitled to require licensing and/or payment of fees with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.

No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.

This contract cannot be cancelled without the express, written consent of both parties.