



American Federation of Musicians of the United States and Canada
(herein called the "Federation")



CONTRACT

(Form LA-47)

For Local Engagements Only

Note: Whenever the term "Local" is used in this contract, it shall mean AFM Local 47 of the Federation

THIS CONTRACT for the personal services of musicians on the engagement described below is made this _____ day of _____, 20____, between the undersigned Employer, _____ (herein called "Employer") and the American Federation of Musicians, Local 47 (hereinafter called "Local 47" or "the Local").

1. Engagement Details:

Venue Name	
Street Address	
City	State Zip

Number of Musicians: _____

2. Date(s) and time(s) of all services:

Date (MM/DD/YYYY)	Time

3. Event Details and Title:

4. Applicable Wage Scale:

5. Wage and Benefit Due Dates:

**Note: Payment of wages shall be made no later than 15 working days following the engagement per paragraph 10 below.*

6. ADDITIONAL PROVISIONS:

(Terms and conditions continued on reverse side)

7. **Leaders/Contractors:** Every engagement must have a Leader who must be present throughout the entire engagement. On engagements of fewer than 13 musicians, the Leader may act as the Contractor, or a separate Contractor may be employed. On engagements of 13 or more musicians a separate Contractor must be employed and be present through the entire engagement. The Contractor, or Leader acting as Contractor, shall be responsible for the following:
 - 1) Enforcing proper intermissions and other working conditions;
 - 2) Furnishing the correct number of musicians contracted;
 - 3) Collecting all monies due musicians for the engagement (unless paid directly) and distributing the same to the musicians less any applicable withholdings for taxes and work dues;
 - 4) Correctly informing musicians at the time they are engaged of the nature of the service(s) to be performed, the place(s), date(s), time(s), and minimum duration of the engagement(s), and the amount to be paid;
 - 5) Filing all required notice forms, contracts, and reports (including those of any orchestrators or copyists engaged) with Local 47.
8. **Reporting:** Contractors shall report all engagements in advance to the Local 47 office, and shall file a contract and/or steward report for all engagements on a form approved by the Local. Last-minute engagements shall be phoned in to the Local during office hours or the information may be left on the voicemail of the after-hours number (323-993-3156) and confirmed the following day. The information to be reported shall include the type of engagement, the place, date(s), and hours of the engagement, the name of the Leader and/or Contractor and their contact information, and the number of musicians to be employed.
9. **Cash Bonds:** The Local 47 Executive Board may require a cash bond on any engagement. The Employer agrees that, upon written request by the Local, it shall deposit a cash bond of any percentage of the total wages for the engagement (including premiums, over scale, and anticipated overtime) plus Pension and Health & Welfare contributions prior to the beginning of any service set. Such cash bond in the form of certified check, cashier's check, money order, or currency must be deposited with a copy of the contract at least seven days prior to the start of the engagement. The bond shall be held in escrow until payment is made to the musicians engaged.
10. **Payment:** The Employer shall remit payment of wages and benefits for each musician it employees in the amount required and established by the contract or Wage Scale promulgated by the Local. All wages and benefits shall be made by check. The Employer shall remit the appropriate checks, together with a completed copy of the Steward Report in a form acceptable to the Local --by delivering the same to the Local (by hand or mailing), which will deliver the wages to the musicians and benefit contributions to the appropriate funds. Payment of wages shall be made not later than 15 working days following the engagement. Wages not paid within this time period shall be subject to liquidated damages of 5% of the amount due plus an additional 5% for each additional 15-day period that the payments are late. Payment of work dues and of fringe benefits shall be made not later than the 15th day of the month following the month of the engagement. Work Dues, Pension contributions, and Health & Welfare contributions not paid within this time period shall be subject to liquidated damages of 20% of the amount due plus an additional 20% for each additional month the payments are late. An extension of these time limits for good cause may be approved by the Local 47 Executive Board.
11. **Cancellation:** The Employer shall have the right to cancel a service without compensation to the Musicians hired so long as the Employer provides written notice to the Musicians at least 14 calendar days prior to the canceled service. In the case of a cancellation with written notice of less than 14 calendar days, the Musicians shall be paid for all the services canceled.

A schedule change within the 14 calendar days cancellation period shall qualify as a Cancellation in the event that a Musician is not available to accommodate the new schedule.
12. **Non Discrimination:** The Employer and the Local shall comply with all applicable local, State and Federal non-discrimination laws. Further, the Employer shall not discriminate against any Musician as to employment for any reason not related to the employee's competence to perform the duties of a Musician, e.g., race, religion, gender, gender identity, gender expression, age, national origin, ethnic background, political affiliation, union activities, sexual orientation, physical or mental disability, or any other characteristic protected by applicable law.
13. **Recording Prohibition:** No performance of 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 American Federation of Musicians (Federation) relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in paragraph 17 below, and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.
14. **Use of Recorded Music:** At no time shall the Employer use or permit the use of any taped, recorded, or other type of mechanical music for any performance covered by this Agreement, except with the prior written consent of the Local. Provided, however, that if an attraction covered by this Agreement is traveling without orchestration and has always used tape or recorded music in the presentation of its show, then such consent of the Local shall not be unreasonably withheld.
15. **Health and Safety:** All places in which members are to rehearse or perform shall be required to meet the applicable guidelines for health and safety established by the United States Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (CalOSHA). At no time shall any member be asked to perform under any conditions that constitute a hazard to the musician's health or to their musical instrument(s), equipment, etc., in direct sunlight, extreme cold, etc.
16. **Enforcement:** This contract, and the terms and conditions contained herein, may be enforced by the Employer and its agents, and Local 47 and its agents.

17. Any claim or controversy arising out of this Contract in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason, including but not limited to the arbitrability of any dispute arising between parties, shall be submitted to binding arbitration as set forth below. Either party may request arbitration within 180 days of its first obtaining knowledge of the circumstances giving rise to the claim or controversy. Notice of request for arbitration shall be sent in writing to the Employer and/or Local 47. Local 47 shall send a written Arbitration Option Form to the Employer. Unless either the Employer notifies the Local in writing of any changes in address, a notice by personal service or by certified mail to the most recent address provided to Local 47 shall be deemed adequate notice of request for arbitration, notice of list of arbitrators, and notice of hearing.

Upon receipt of the written Arbitration Option Form, the Employer shall choose one of the arbitration procedures set forth below and shall advise Local 47 in writing of its choice within 15 calendar days of the date of the request for arbitration. If the Employer fails to notify the Local within this time limit, the Local shall have the right to choose which of the arbitration procedures shall be used or, alternately, may choose to pursue a claim arising under this Contract in Small Claims Court for any amount within the jurisdiction of Small Claims Court.

Option 1 Hearing Board: The Grievance shall be arbitrated by the Hearing Board of the Local (“Hearing Board”) in accordance with the Bylaws of Local 47. The arbitration services of the Hearing Board shall be available at no cost to the Employer.

Option 2 Federal Mediation and Conciliation Service: The Local shall send for a list of arbitrators from the Federal Mediation and Conciliation Service, and the Local and the Employer shall choose an arbitrator mutually agreed upon therefrom. If the Employer fails to contact the Local within 15 days from the receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, then the Arbitrator will be chosen by a representative of the Federal Mediation and Conciliation Service. The Local and the Employer shall share equally the cost of the arbitrator and the administrative cost of the arbitration service. At the hearing, a court reporter may be present at the expense of the requesting party. If either party has been duly notified of the arbitration hearing and fails to appear, the arbitrator shall be authorized to hear evidence presented by the parties present and to render a decision. The award shall be rendered within 48 hours of the hearing. The decision of the Arbitrator shall be final and binding upon all parties of the dispute.

If either party is found through either of the above Options to have breached this Contract, that party shall pay 12% annual interest of the principal amount of any monetary damages awarded for such breach from the date of the breach to the date of the arbitration award. Either party may seek to enforce an award rendered under either of the above Options as provided either by the California Code of Civil Procedure or the Federal Court of competent jurisdiction. If court action is needed to obtain compliance by the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgement at annual rate of 12% and shall pay reasonable attorney’s fees.

18. **Access:** A representative of Local 47 shall have access to the place of engagement covered by this Contract for the purposes of communicating with the musician(s) performing the engagement and the Employer.
19. **Pension:** If the engagement described herein is subject to contributions to the American Federation of Musicians’ and Employers’ Pension Fund (hereinafter called the “Pension Fund”), then the Purchaser/employer shall execute an approved Participation Agreement with the Pension Fund, shall agree to be bound by the AFM-EP Trust Agreement and Trust Indenture Plan, dated October 2, 1959, as amended, and shall make contributions in the amount(s) specified in the Casual Wage Scales of the Local (or other applicable wage scales) to the Pension Fund on behalf of the musician(s) in accordance with the rules of the Pension Fund.
20. **Health and Welfare:** If the engagement described herein is subject to contributions to the Musicians’ and Employers’ Health and Welfare Fund (hereinafter called the “H&W Fund”), then the Purchaser shall agree to be bound by the Musicians’ and Employers’ Health and Welfare Trust Agreement of February 12, 1970, as amended, and shall make contributions in the amount(s) specified in the Casual Wage Scales of the Local or other applicable wage scales to the H&W Fund on behalf of the musician(s) in accordance with the rules of the H&W Fund.
21. This Contract shall supersede any other agreement, oral or written, whether entered into prior to or after execution of this Contract that regards terms and conditions of employment and/or any term set forth in this Contract related to the relevant engagement.
22. The Employer acknowledges liability to provide workers’ compensation insurance and to pay social security and unemployment insurance taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written:

AMERICAN FEDERATION OF MUSICIANS, LOCAL 47

*Print Employer's Full and Correct Name
(If Employer is Corporation, Full and Correct Corporate Name)*

X

Signature of Employer (or Agent thereof)

Street Address

City State Zip Code

Telephone

Employer Tax ID Number

Print Name and Title of Authorized Officer

X

Signature of Authorized Officer

3220 Winona Ave
Burbank, CA 91504

323-462-2161

Payroll Company Information (if applicable)

Name of Payroll Agent

Payroll Agent Tax ID Number

Payroll Company Phone Number

Date Payroll Company Signed the Participation Agreement