

AGREEMENT

Made as of the 1st day of September, 2004



**ROGERS TELEVISION
LONDON CABLE 13**

And



**THE LONDON MUSICIANS' ASSOCIATION
LOCAL 279 OF THE
AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA**

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AGREEMENT

BETWEEN:

Rogers Television, London Cable 13
800 York Street
P.O. Box 5800
London, Ontario
N6A 5B1

hereinafter called "Rogers Cable 13"

and

London Musicians' Association
Local 279, American Federation of Musicians
of the United States and Canada
240 Commissioners Road West, Unit G
London, Ontario
N6J 1Y1

hereinafter called the "LMA"

ARTICLE 1 - DEFINITIONS

- 1.1 **AFM:** means the American Federation of Musicians of the United States and Canada.
- 1.2 **Call:** means the total time the Member is required to be at the location where services are being performed.
- 1.3 **Coverage Area:** means the cities and communities of London, St. Thomas, Strathroy, Tillsonburg and Woodstock as per the current CRTC licence for that area.
- 1.4 **First Use:** means the first performance by a Member in a Local Telecast Engagement telecast within the Coverage Area.
- 1.5 **Leader:** means a Member who performs on a Local Telecast Engagement for which he has signed a Local Telecast Engagement Report (LTER-1) on behalf of himself and all the Sidepersons on the engagement.

- 1.6 **Local Telecast Engagement:** means an engagement for Rogers Cable 13 in which a performance is telecast, or is intended to be telecast over the facilities of that station, and is not relayed or transmitted by any means outside the Coverage Area of that station.
- 1.7 **Member:** means a member in good standing of the AFM.
- 1.8 **Minimum Basic Fee:** means the minimum fee payable under the terms of this Agreement to a Member for services rendered as provided herein,
- 1.9 **New Use:** means any subsequent presentation, transmission, production or distribution of a previously recorded or videotaped performance of a Local Telecast Engagement in a different format, on a different medium of telecommunication or for a coverage area other than which was authorized for First Use and Re-Use within the specific terms of this Agreement.
- 1.10 **Pension Contribution:** means a contribution to the American Federation of Musicians and Employers Pension and Welfare Fund (Canada), created pursuant to Agreement and Declaration of Trust dated April 9, 1962, by an engager on behalf of a Member. (*Also known as EPW Fund Canada*).
- 1.11 **Prime Engager:** means the person or entity who initially retains the services of the Member(s) to perform an engagement.
- 1.12 **Re-Use:** means any subsequent presentation of a recorded or videotaped performance of a Local Telecast Engagement which is in the same format and on the same medium of telecommunication as that of the First Use.
- 1.13 **Sideperson:** means a Member who performs on a Local Telecast Engagement as a support or back-up performer, or is part of an orchestra/group but not the Leader.

ARTICLE 2 - INTERPRETATION

- 2.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any and all previous or contemporaneous agreements, representations or understandings, oral or written, shall be null and void. Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be null and void.
- 2.2 The headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.
- 2.3 The masculine gender, whenever used herein, shall include the feminine gender.

ARTICLE 3 - APPLICATION AND RECOGNITION

- 3.1 This Agreement sets forth the terms and conditions under which Rogers Cable 13 may engage Members of the AFM and its local the LMA.
- 3.2 Rogers Cable 13 recognizes the LMA as the sole and exclusive bargaining agent for Members engaged by Rogers Cable 13.
- 3.3 In the event the jurisdiction granted by any article of this Agreement exceeds the jurisdiction of the AFM as granted in its certification order dated January 16, 1997, as renewed January 16, 2003, under the *Status of the Artist Act (Canada)*, such certification shall take precedence and such article shall be null and void.
- 3.4 This Agreement relates only to Local Telecast Engagements and to video recording processes as presently known.
- 3.5 Nothing in this Agreement shall preclude a Member from negotiating terms and conditions that exceed the minimums that are set out in this Agreement. Where any provision(s) of any individual contract is less than the Minimum Basic Fees or other conditions as set forth in this Agreement, the terms of this Agreement shall prevail.

ARTICLE 4 - MINIMUM BASIC FEES

- 4.1 Rogers Cable 13 shall advance to the LMA an initial estimated annual advance against fees to be earned by Members in the amount of three thousand dollars (\$3,000.00), within fifteen (15) business days of receipt of an invoice from the LMA following the ratification of this Agreement. Further annual advances against fees in the amount of \$3,000.00, plus any applicable shortfall or less any applicable surplus as the case may be, remaining from the prior year's annual advance, shall be paid by Rogers Cable 13 within fifteen (15) business days of receipt of an invoice from the LMA following the anniversary of the effective date as set out in Article 9.1, in each year of this Agreement. Any surplus or shortfall of advances/fees shall be adjusted upon the termination of this Agreement.
- 4.2 From the annual advance, the LMA shall distribute to each Member the applicable Minimum Basic Fees earned as outlined in Sections 4.4 and 4.5 below. In addition; the LMA shall also facilitate Pension Contributions equal to ten percent (10%) of the applicable Minimum Basic Fee to be deposited into the individual Member's EPW Fund Canada account.
- 4.3 The LMA shall provide Rogers Cable 13 with a semi-annual statement summarizing the fees paid to Members pursuant to this Agreement.

4.4 The following fees are to be paid for performance time by a Member pursuant to this Agreement.

LIVE REMOTE TELECAST AND/OR RECORDING (*where Rogers Cable 13 is not the Prime Engager*)

30 minutes or portion thereof	- per Sideperson	\$25.00
31 - 60 minutes	- per Sideperson	\$40.00
61 - 90 minutes	- per Sideperson	\$50.00
Each additional 15 min. or portion thereof	- per Sideperson	\$7.50
Leader or single performer	150% of Sideperson fee	

4.5 **LIVE STUDIO TELECAST AND/OR RECORDING** (*where Rogers Cable 13 is the Prime Engager*)

30 minutes or portion thereof	- per Sideperson	\$35.00
31 - 60 minutes	- per Sideperson	\$60.00
61 - 90 minutes	- per Sideperson	\$70.00
Each additional 15 min. or portion thereof	- per Sideperson	\$10.00
Leader or single performer	150% of Sideperson fee	

4.6 In addition to the fees set out in Section 4.4 and 4.5 above; the Leader shall (*upon written request*) receive a single VHS copy of the Local Telecast Engagement. Such copy is to be used only for non-commercial promotional purposes.

4.7 If requested by Rogers Cable 13, each Member and Leader as the case may be, who is engaged pursuant to this Agreement, shall sign a "Release and Consent on Behalf of a Performing Artist" or "Release and Consent on Behalf of a Performing Group" as the case may be, in the form attached as Schedule "A" and "B" respectively, in favour of Rogers Cable 13 as a condition of the Member's and Leader's engagement. Rogers Cable 13 will endeavour to provide the Member and the Leader, as the case may be, with the relevant Release and Consent at least fifteen (15) minutes prior to the performance.

- 4.8 In consideration of the Minimum Basic Fees, Rogers Cable 13 shall have the right of First Use, and the right of Re-Use of any performance to a maximum of two (2) additional telecasts, one (1) of which may be outside the Coverage Area.
- 4.9 The Minimum Basic Fee for a third or more Re-Use shall be fifty percent (50%) of the original fees paid to Members, for each such Re-Use.
- 4.10 The Minimum Basic Fees in this Agreement are exclusive of any required GST.
- 4.11 The maximum Call for all services, regardless of the duration of performance, shall be three hours.

ARTICLE 5 - GENERAL PROVISIONS

- 5.1 A Local Telecast Engagement Report (LTER-1) in the form attached as Schedule "C" shall be filed with the LMA and Rogers Cable 13 for each engagement governed by the terms and conditions of this Agreement.
- 5.2 No New Use shall be permitted without the express written permission of both the relevant Member(s) and the LMA, on such terms as are agreed.
- 5.3 When Rogers Cable 13 is the Prime Engager, a duly authorized representative of the LMA shall be granted access to the location where services are being performed hereunder, provided he first obtains the consent of the Station Manager of Rogers Cable 13, which consent will not be unreasonably withheld.

ARTICLE 6

DISPUTE RESOLUTION

- 6.1 Should any difference arise between Rogers Cable 13 and the LMA as to the interpretation, application, administration or alleged contravention of the provisions of this Agreement which cannot be satisfactorily resolved, it may be submitted to arbitration, provided notice in writing is given by the complaining party to the other party within seven (7) days from the date the difference is known or should have been known to the complaining party.
- 6.2 In any case in which arbitration is required under this Agreement, it shall be heard by a sole arbitrator. The written notice referred to in Article 6.1 shall contain the names of three proposed arbitrators. The recipient of such notice shall, within seven (7) days of the receipt of the notice, agree to one of the above-mentioned proposed arbitrators or propose the names of three different arbitrators in a written reply thereto. If the parties fail to

agree to the appointment of an arbitrator within thirty (30) days from the date the matter was referred to arbitration under Article 6.1, the arbitrator shall be appointed by the Minister in accordance with subsection 36(4) of the *Status of the Artist Act*.

- 6.3 The notice of arbitration shall contain written particulars of the difference complained about. The issue(s) raised in the written referral to arbitration shall be presented to the arbitrator at a hearing and the arbitrator's award shall be confined to such issue(s). The decision of the arbitrator shall be final and binding on the parties to the Agreement.
- 6.4 The arbitrator shall decide the procedure for the hearing and the parties shall be given the opportunity to present evidence and make submissions and may be represented by counsel.
- 6.5 In no case shall the arbitrator be authorized to alter, modify or amend any part of the Agreement.
- 6.6 The parties shall each pay their own costs and one-half of the fees and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 6.7 Arbitrations shall be heard in the City of London, Ontario.

ARTICLE 7 - NO PRESSURE TACTICS

- 7.1 Except during the period beginning thirty (30) days after this Agreement expires and ending on the day that a renewal agreement is entered into, the LMA agrees that it will not order nor counsel, nor will any Member participate in, a cessation of work or a refusal to work or to continue to work in combination, in concert, or in accordance with a common understanding including a slowdown of work or other concerted activity respecting the provision of a Member's services to Rogers Cable 13.
- 7.2 Except during the period beginning thirty (30) days after this Agreement expires and ending on the day that a renewal agreement is entered into, Rogers Cable 13 agrees that it will not close its place of work, suspend a production or refuse to continue to engage any Member, to compel Members or to assist another engager to compel Members to agree to terms or conditions of engagement.

ARTICLE 8 - NOTICES

8.1 Any notices to be provided under this Agreement must be provided in writing, delivered personally, by registered mail or by telefax, addressed as follows:

To: Vice President
Rogers Television
475 Richmond Road
Ottawa, Ontario
K2A 3Y8

Fax No.: 613. 722. 8680

Cc: Rogers Television, London Cable 13
800 York Street, P.O. Box 5800
London, Ontario
N6A 5B1

Attention: The Station Manager

Fax No.: 519.672.1369

To: London Musicians' Association, Local 279
240 Commissioners Road West, Unit G
London, Ontario
N6J 1Y1

Attention: The President

Fax No.: 519. 685. 2540

8.2 Rogers Cable 13 or the LMA may change its address for service of notice at any time by notice as set out in Article 8.1.

8.3 The parties agree that all media releases, public announcements and public disclosures relating to the terms and existence of this Agreement must be approved by the other party prior to their release unless the disclosure is required by law, in which case the disclosing party will provide the other party with prompt notice of such required disclosure.

ARTICLE 9 - DURATION

- 9.1 This Agreement shall be effective on September 1, 2004 and shall remain in effect for a term of three years, expiring August 31, 2007.
- 9.2 Either party may provide written notice of its desire to bargain a modification or extension of this Agreement not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiry of the term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**THE LONDON MUSICIANS’
ASSOCIATION, LOCAL 279 OF
THE AMERICAN FEDERATION
OF MUSICIANS OF THE UNITED
STATES AND CANADA
(LMA)**

**ROGERS TELEVISION,
LONDON CABLE 13
(Rogers Cable 13)**

By: _____
Print Name:

By: _____
Print Name:

By: _____
Print Name:

By: _____
Print Name:

By: _____
Print Name:

By: _____
Print Name:



LONDON MUSICIANS' ASSOCIATION

AFM LOCAL 279

240 Commissioners Rd. W. Unit G, London, ON N6J 1Y1
 Phone/Fax: 519-685-2540 E-mail: lma@execulink.com

LOCAL TELECAST ENGAGEMENT REPORT

Form LTER-1

Name of Orchestra/Group: _____ consisting of _____ Musician(s).
(state number)

SECTION A - Particulars of Performance(s) - Purpose:

Venue: _____
(Name, Address, Telephone etc.)

Date(s) of performance(s): _____

Call Hours: _____ Total telecast/recording duration: _____

SECTION B - Participants:

Local No.	<i>(For additional Musicians, attach a Continuation Sheet (or list))</i> Surname Given Name(s)	GST/HST Registration #	Fees	GST/HST As applicable
	(Leader)			
	(Address)			
	(Musician)			
	(Address)			
	(Musician)			
	(Address)			
	(Musician)			
	(Address)			
	(Musician)			
	(Address)			
	(Musician)			
	(Address)			
	(Musician)			
	(Address)			

Engager's Name: Rogers Television, Cable 13
 Mailing Address: 800 York St.
 City: London
 Province: ON Postal Code: N6A 5B1
 Phone: 519-660-7536 Fax: 519-672-1369

Leader's Name: _____
(Or state proper corporate name of band/orchestra)
 Mailing Address: _____
 City: _____
 Province: _____ Postal Code: _____
 Phone: () _____ Fax: _____

We, the undersigned parties, confirm the engagement was completed as outlined above:

_____/_____/_____
 Engager's Representative month day year

_____/_____/_____
 Leader month day year



RELEASE AND CONSENT ON BEHALF OF
A PERFORMING ARTIST

Performing Artist Name (the "Artist"): _____

Name of Song(s) or Musical Compositions to be Performed: Please refer to the attached "Exhibit A" which forms part of this release.

Location: _____

Program Title (the "Program"): _____

Date: _____

To: Rogers Television, a division of Rogers Cable Inc. ("Rogers Television").

1. In Exhibit A to this release, the Artist has listed all of the songs to be performed by the Artist in the Program. The reproduction rights and synchronization rights in certain of those songs (collectively the "Artist Owned Composition(s)") are owned or controlled, exclusively by the Artist.
2. In consideration of the Artist's participation in the Program, the Artist hereby:
 - (a) Grants you permission to embody the Artist's appearance (the "Performer's Performance") in connection with the Program;
 - (b) Grants you permission to use the name, likeness, voice, biographical material, and other indicia of the personality of the Artist in connection with the exploitation of the Program and publicity and related advertising, marketing and promotional purposes;
 - (c) Authorizes you to film, video tape, and/or record the Artist and the Artist Owned Composition(s) in synchronized or timed relation with the Program and to use and edit such film, video tape, and/or recordings, and the Performer's Performance and Artist Owned Composition(s) embodied therein, in connection with the broadcast or cable-cast of the Program;
 - (d) if the Artist is using a pre-recorded background soundtrack (the "Soundtrack"), and to the extent that the reproduction rights in and to the Soundtrack are owned or controlled by the Artist, the right to embody the Soundtrack into the filming, video taping, and/or recording of the Program;

- (e) Agrees that the Artist's participation in the Program may be edited, deleted or removed from the Program at your sole discretion;
- (f) Grants you editorial control and acknowledges and agrees that the decision to air the Program is at the discretion of the Program's producer; and
- (g) Releases you, your agents, employees, licensees, successors and assigns (the "Releasees") from and against any and all claims for invasion of privacy, defamation, infringement of copyright in and to the Performer's Performance, the Artist Owned Composition(s), and the Soundtrack (if applicable), and/or any other cause of action that may arise out of the production, distribution, broadcast, cable cast, license, promotional announcement, exhibition or use of the Program, including any claims arising out of the rights commonly known as the "moral rights" of authors, which rights the Artist hereby waives in favour of the Releasees and their respective agents, employees, licensees, successors and assigns. Rogers Television, its agents, employees, licensees, successors and assigns will not exploit the Program so as to cause such moral rights to be infringed.

3. Artist represents, warrants and covenants that:

- (a) Other than as specified herein, no further permissions are required from, nor payments required to be made to, any third party in connection with the rights granted to you in this Agreement;
- (b) The Artist owns or controls one hundred per cent (100%) of the reproduction and synchronization rights in and to the Artist Owned Composition(s), the Performers' Performance and, if applicable, the musical works, sound recordings and performers' performances embodying the Soundtrack; and
- (c) The rights information given in Exhibit "A" in relation to both the Artist Owned Composition(s) and the other songs to be performed by the Artist in the Program is complete and accurate in all respects.

4. Artist hereby indemnifies Rogers Television and its parent and affiliates, and its and their respective shareholders, principals, officers, directors, employees and agents from and against any and all claims, damages, losses and costs resulting from the inaccuracy or breach of any statement, agreement, representation, warranty or covenant given herein.

Signature: _____

Name (please print): _____

Address: _____

Date: _____

EXHIBIT "A"

A. ARTIST OWNED COMPOSITION(S)

One hundred per cent (100%) of the reproduction and synchronization rights in and to the following musical works (the "Artist Owned Composition(s)", for purposes of the Agreement to which this Exhibit "A" is appended) are owned and/or controlled by the persons indicated, each of whom is a member of the Artist.

Title	Composer	Publisher (if applicable)

B. OTHER MUSICAL WORKS

The Artist does not own or control the reproduction and/or rights in and to the musical works listed below, which nonetheless will be performed by the Artist in the Program.

Title	Composer	Publisher (if applicable)

C. SOUNDTRACK (Please check one.)

Artist owns and/or controls 100% of the reproduction rights in and to the Soundtrack.

Artist does not own or control 100% of the reproduction rights in and to the Soundtrack.



RELEASE AND CONSENT ON BEHALF OF A PERFORMING GROUP

Performing Artist Name (the "Artist"):
Name of Song(s) or Musical Compositions to be Performed:
Location:
Program Title (the "Program"):
Date:

To: Rogers Television, a division of Rogers Cable Inc. ("Rogers Television").

- 1. I am the Leader of the Artist. The members of the Artist who intend to participate in the above television Program are listed on the attached Exhibit B, which forms part of this release. I have discussed with each member of the Artist the contents of this document and explained to them that it is a condition of their participation in the Program that they authorize me to sign this document on their behalf as agent.
2. In Exhibit A to this release, the Artist has listed all of the songs to be performed by the Artist in the Program. The reproduction rights and synchronization rights in certain of those songs (collectively the "Artist Owned Composition(s)") are owned or controlled, exclusively by the Artist.
3. In consideration of the Artist's participation in the Program, the Artist hereby:
(a) Grants you permission to embody the Artist's appearance (the "Performer's Performance") in connection with the Program;
(b) Grants you permission to use the name, likeness, voice, biographical material, and other indicia of the personality of the Artist in connection with the exploitation of the Program and publicity and related advertising, marketing and promotional purposes;
(c) Authorizes you to film, video tape, and/or record the Artist and the Artist Owned Composition(s) in synchronized or timed relation with the Program and to use and edit such film, video tape, and/or recordings, and the Performer's Performance and Artist Owned Composition(s) embodied therein, in connection with the broadcast or cable-cast of the Program;

- (d) if the Artist is using a pre-recorded background soundtrack (the "Soundtrack"), and to the extent that the reproduction rights in and to the Soundtrack are owned or controlled by the Artist, the right to embody the Soundtrack into the filming, video taping, and/or recording of the Program;
 - (e) Agrees that the Artist's participation in the Program may be edited, deleted or removed from the Program at your sole discretion;
 - (f) Grants you editorial control and acknowledges and agrees that the decision to air the Program is at the discretion of the Program's producer; and
 - (g) Releases you, your agents, employees, licensees, successors and assigns (the "Releasees") from and against any and all claims for invasion of privacy, defamation, infringement of copyright in and to the Performer's Performance, the Artist Owned Composition(s), and the Soundtrack (if applicable), and/or any other cause of action that may arise out of the production, distribution, broadcast, cable cast, license, promotional announcement, exhibition or use of the Program, including any claims arising out of the rights commonly known as the "moral rights" of authors, which rights the Artist hereby waives in favour of the Releasees and their respective agents, employees, licensees, successors and assigns. Rogers Television, its agents, employees, licensees, successors and assigns will not exploit the Program so as to cause such moral rights to be infringed.
4. Artist represents, warrants and covenants that:
- (a) Other than as specified herein, no further permissions are required from, nor payments required to be made to, any third party in connection with the rights granted to you in this Agreement;
 - (b) The Artist and/or individual members thereof own(s) or control(s) one hundred per cent (100%) of the reproduction and synchronization rights in and to the Artist Owned Composition(s), the Performers' Performance and, if applicable, the musical works, sound recordings and performers' performances embodying the Soundtrack;
 - (c) The rights information given in Exhibit "A" in relation to both the Artist Owned Composition(s) and the other songs to be performed by the Artist in the Program is complete and accurate in all respects;
 - (d) I will not permit any member of the Artist to participate in the Program whose name does not appear on Exhibit "B" and who has not authorized me to sign this document as his/her agent; and
 - (e) For each member of the Artist that is a minor (if any), I have been authorized by such member's parent or legal guardian to sign this document as agent on behalf of both the minor and the parent or legal guardian.

5. Artist hereby indemnifies Rogers Television and its parent and affiliates, and its and their respective shareholders, principals, officers, directors, employees and agents from and against any and all claims, damages, losses and costs resulting from the inaccuracy or breach of any statement, agreement, representation, warranty or covenant given herein.

Signature:

Name (please print):

Address:

Date:

EXHIBIT "A"

A. ARTIST OWNED COMPOSITION(S)

One hundred per cent (100%) of the reproduction and synchronization rights in and to the following musical works (the "Artist Owned Composition(s)", for purposes of the Agreement to which this Exhibit "A" is appended) are owned and/or controlled by the persons indicated, each of whom is a member of the Artist.

Title	Composer	Publisher (if applicable)

B. OTHER MUSICAL WORKS

The Artist does not own or control the reproduction and/or rights in and to the musical works listed below, which nonetheless will be performed by the Artist in the Program.

Title	Composer	Publisher (if applicable)

C. SOUNDTRACK (Please check one.)

Artist owns and/or controls 100% of the reproduction rights in and to the Soundtrack.

Artist does not own or control 100% of the reproduction rights in and to the Soundtrack.

