



**Application for Membership  
Musicians' Association of Victoria & the Islands  
Local 247, AFM**

I, \_\_\_\_\_ make application to become a  
(print name in full)  
member of Local 247 of the AFM, also known as The Musicians Association of Victoria & The Islands.

Professional Name/Also Known As \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address

City

Province

Postal Code

Telephone Number(s) \_\_\_\_\_

E-Mail address/web site \_\_\_\_\_

Date of Birth \_\_\_\_\_ Male  Female  Social Insurance No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

List instruments you play, with main/primary instrument first \_\_\_\_\_

Styles of Music you play \_\_\_\_\_

Name of Group/Ensemble(s) you perform with \_\_\_\_\_

Do you teach private lessons Yes  No

Are you a Citizen of Canada? Yes  No  If "No", state resident status \_\_\_\_\_

How long have you resided in this jurisdiction? \_\_\_\_\_

List any other AFM Local wherein you previously held or currently hold membership \_\_\_\_\_

(City or Local No.)

Have you previously been suspended, erased, or expelled from any AFM Local? Yes  No

If "Yes", please explain when and for what cause \_\_\_\_\_

Youth Membership   
(under 21 years old)

Student Membership   
(student at an accredited  
educational institution)

**MEMBERSHIP OBLIGATION**

I, the undersigned, do solemnly promise and declare that upon acceptance of this application, I will support the Bylaws of the **American Federation of Musicians of the United States and Canada** (the "AFM") and submit to its mandates, obey all laws, requirements, or policies emanating therefrom as they now exist and as in the future they may be amended, as well as those of the constitution and/or bylaws of Local 247, and that of any other AFM Local of which I may hereinafter become a member; and further, I acknowledge that I am eligible to receive all member entitlements as stipulated therein during the periods for which my financial obligations to Local 247 are fulfilled/maintained in a manner consistent with said rules. I also declare that the answers provided herein are complete and true to the best of my knowledge and belief, and in the event that it shall be proven that I have answered untruthfully, I acknowledge and agree that all fees paid pursuant to this application shall be forfeited and my membership rescinded except that the circumstances may be appealed to the **AFM Vice President from Canada**, who will render a decision which is final and binding on the Local and the applicant/member named herein. **To all these terms I agree and pledge my sacred word of honour.**

Signature

date

witness

**FOR OFFICE USE ONLY – NOTE: Both sides of this application must be executed for acceptance.** Upon acceptance, a copy of both sides (fully completed and signed) shall be provided to the applicant and this original retained by the Local.

Application accepted \_\_\_\_\_  
day / mo / yr

Signature of Local Official

Title of Local Official

## MEMBERSHIP AUTHORIZATIONS IN CANADA

### COLLECTIVE BARGAINING

I authorize the AFM and Local 247 to act as my collective bargaining representative with full authority to negotiate and execute collective bargaining agreements with engagers establishing minimum terms and conditions for my services as a professional musician/performer.

### REPRESENTATION IN CONTRACTUAL CLAIM(S)/DISPUTE(S)

I further authorize the AFM, as my agent and in the name of the AFM or in my name, to do all acts, initiate all proceedings, execute, acknowledge and deliver any and all documents and pleadings, litigate, collect and receive money, and, in the AFM's sole judgement, join me as a part plaintiff or defendant in suits or proceedings, or to bring suit in my name or the AFM's name. In this regard, I also authorize the AFM to accept on my behalf, a reasonable **offer of settlement(s)** of any matter in dispute. I assign this authority with the understanding that AFM Bylaws grant me the right of appeal of a settlement decision which I may find unacceptable, to the AFM's Vice President from Canada. Alternatively, and in the event a settlement offer is rejected by myself and the matter is continued with the AFM's participation, the AFM may offset from monies ultimately recovered from any award judgement and/or subsequent settlement, a pro rata share of the expenses, i.e. reasonable attorney's fees or collection agency's fees incurred in connection with that recovery.

### NEW USE OF A MUSICAL PRODUCT

I also understand that, when the AFM receives any residual payments for a new use of a musical product produced pursuant to an AFM collective agreement/contract, the AFM will deposit those monies into a separate interest-bearing account and then will attempt to identify and locate the musicians to whom the payments are due and to distribute those payments to them. In the event that I cannot be identified and located, and I do not file a claim for payment with the AFM within three years after the AFM receives the payment, I authorize the AFM thereafter to transfer the monies due to me to the general treasury to be used to defray the costs of administering and operating the AFM; provided, however, that at any subsequent point I may file a written claim with the AFM and, upon doing so, I shall be forwarded my share of the residual payment to which I am entitled (without interest and offset by the applicable AFM work dues) unless the State/Province is then holding the residual payment I am due, in which case I shall apply to the State/Province for my payment.

### COLLECTION OF ROYALTIES

I acknowledge that as a performer who is, may, or will be entitled to receive royalties pursuant to the Canadian Copyright Act arising from the telecommunication to the public and/or the performance in public of published eligible sound recording embodying my performances, and being a member of the AFM, and therefore entitled to all benefits that flow from such membership, hereby, now and in the future, authorize and confirm the authority of the AFM, as my agent, to administer these rights on behalf in accordance with the AFM Bylaws in general, and more specifically Article 2, Section 1(8) and Article 12, Section 23(c) of these Bylaws and/or as they may be amended in the future.

To that end I authorize and confirm my authorization that the AFM and any "collective" body with whom the AFM has an agreement now or in the future act as agents on my behalf to collect any statutory royalty or remuneration payment to which I may be entitled under the laws of Canada, the United States, or any other countries or under international law or treaties, from users, distribute such remuneration to me, and enforce my rights to this remuneration.

I further authorize the AFM to offset from any royalties and remunerations collected the reasonable expenses of collecting, administering, and distributing those royalties and remunerations.

Signed \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day mo. Year

## FEE STRUCTURE FOR APPLICANTS

### Initiation Fees:

**New applicants:** \$95.00 (\$30.00 Local, \$65.00 AFM) *plus membership dues*

**Current members of other AFM Locals:** \$30.00 (Local Initiation Fee only) *plus membership dues*

**2006 Membership Dues:** \$34.00 per quarter (January 1, April 1, July 1 and October 1) or \$136.00 per year

**Payment by cheque or money order payable to "Local 247, AFM"**