



**CANADIAN FEDERATION OF MUSICIANS**  
An Organization of the American Federation of Musicians of the United States and Canada

**AFM Local # 390**

I, \_\_\_\_\_, make application to become a member of Local # \_\_\_\_\_  
of the **AFM**, also known as \_\_\_\_\_  
Name of Local

My Professional Name (if different) \_\_\_\_\_

Present Address \_\_\_\_\_  
Street # \_\_\_\_\_ Street Name \_\_\_\_\_ Apt. # \_\_\_\_\_  
City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Date of Birth \_\_\_\_\_ SIN \_\_\_\_\_

What instrument(s) do you play? \_\_\_\_\_

Are you a citizen of Canada? Yes  No  How long have you resided in this jurisdiction? \_\_\_\_\_  
If "No", what is your residence status? \_\_\_\_\_

Please list any other AFM Local in Canada or the United States wherein you previously held or currently hold membership \_\_\_\_\_  
\_\_\_\_\_ Have you previously been suspended, erased, or expelled from any AFM Local? Yes  No

If yes, please explain when and for what cause \_\_\_\_\_

**MEMBERSHIP OBLIGATION**

I, \_\_\_\_\_, 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** 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 # \_\_\_\_\_**, 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 # \_\_\_\_\_** 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I acknowledge and agree that all fees paid pursuant to this application shall be forfeited and my membership rescinded except that the circumstances may be appealed to **AFM's Vice President from Canada**, who will render a decision which is final and binding on the Local and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 honor."**

\*

\_\_\_\_\_  
(Signature) (Date) Local Witness

**FOR AFM LOCAL OFFICE USE ONLY**

\*NOTE: The reverse side of this application should be reviewed and executed. Upon acceptance of this application by the local, **a copy of both sides shall be provided to the applicant and AFM Canada.** This original is retained by the Local.

Application accepted \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day Month Year

New Member Orientation be viewed on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day Month Year

Signed by \_\_\_\_\_ Title of Local Official \_\_\_\_\_

(For Additional Information Please Consult Your Copy of Local and AFM Bylaws)

## **AFM MEMBERSHIP ACKNOWLEDGEMENT FOR CANADIAN MEMBERS**

(Pursuant to the Bylaws of the American Federation of Musicians of the United States and Canada)

### **COLLECTIVE BARGAINING**

I acknowledge that the American Federation of Musicians of the United States and Canada ("AFM") and the AFM local identified on the reverse side, is my collective bargaining representative with full authority to negotiate and execute collective bargaining agreements/scale 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 acknowledge that the AFM, is my agent for this purpose and in the name of the AFM/Local 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 judgment, join me as a part plaintiff or defendant in suits or proceedings, or to bring suit in my 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 AFM's Vice-President from Canada. Alternatively, and in the event a settlement offer is rejected by myself and the matter is continued with AFM's participation, the AFM may offset from monies ultimately recovered from any award judgment and/or subsequent settlement, a pro rata share of the expenses, i.e. reasonable attorney's or collection agency's fees incurred in connection with that recovery.

### **NEW USE OF A MUSICAL PRODUCT (RESIDUAL PAYMENTS)**

I also understand that, when the AFM receives any residual payments for new use(s) 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/or located, and I do not file a claim for payment with the AFM within three years after the AFM receives 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. (See AFM Bylaw Article 21, Sections 1, 2(a) and 2(b)).

**ACKNOWLEDGED** \_\_\_\_\_ **DATE** \_\_\_\_\_