



American Federation of Musicians of the
United States and Canada (AFM)

1010 – 75 The Donway W., Don Mills, ON M3C 2E9

Phone: (416) 391-5161 Fax: (416) 391-5165

E-mail: info@mnrr.ca Web: www.mnrr.ca

MUSICIANS' NEIGHBOURING RIGHTS ROYALTIES APPOINTMENT AND AUTHORIZATION FORM

As Agent in relation to rights to remuneration under the Canadian Copyright Act ('Act').

1. I, _____ /_____/_____
(PRINT Legal Name) (Social Insurance Number) (Date of birth – D/M/Y)

(Professional Name, if applicable)

(Band or Group Name, if applicable)

Citizenship: Canadian Citizen Permanent Resident Other _____

(_____) (_____) _____
(Telephone) (Facsimile) (E-mail)

(Street No. and Address) (City) (Province) (Postal Code)

Current AFM Member: Other: _____
YES (Local #) NO

being a musician and performer who is, or will be, entitled to receive remuneration, royalties, license fees, levies or other compensation (collectively, 'Remuneration'), pursuant to the provisions of Section 19 and Section 81 of the Copyright Act relating to private copying, neighbouring rights, the telecommunication to the public and/or the performance in public of published sound recordings embodying performances (collectively, 'Uses of my Work'), hereby authorize the AFM to be my exclusive agent to collect Remuneration and distribute the proceeds of such Remuneration to me, or to any other person or entity as I may direct the AFM, in writing from time to time, and to administer and enforce my rights related to Uses of my Work. Without limiting the generality of the foregoing, I authorize the AFM to file and defend Canadian Copyright Board ('Board') tariffs and to implement and administer a licensing scheme for Uses of my Work in accordance with tariffs approved by the Board.

2. I confirm that the AFM acted as my agent in respect of the Neighbouring Rights Commercial Radio Tariff, 1997-2002, filed by the Neighbouring Rights Collective of Canada ('NRCC') on March 31, 1998 and approved by the Board in a decision dated August 14, 1999, and I hereby ratify the actions of the AFM in so doing.

3. I authorize the AFM to enter into agreements with other collective societies, such as the NRCC, to act as its agent and/or to jointly administer the licensing schemes operated by collective societies in relation to repertoires of works, performer's performances, sound recordings, and/or communication signals.

4. I authorize the AFM and its agents to deduct reasonable administrative fees that the AFM deems necessary to ensure that the collective administration of copyright and remuneration rights is carried out in a professional manner.

5. By this Appointment, I authorize the AFM to act as my exclusive agent with respect to any rights to Remuneration in relation to Uses of my Work that come into effect through amendments to the Act, or through any other legislative regime.

6. This Appointment shall be effective as of the date below and shall be perpetual until revoked. I understand that I may revoke this Appointment by providing written notice of my intention to revoke this Appointment to the AFM and that this Appointment will be deemed terminated ten (10) business days after actual receipt of this notice by the AFM.

7. The AFM may assign this Agreement to a company it owns or controls, and in such event, the AFM shall provide written notice of such assignment to me within thirty (30) days of such assignment.

8. Attached is a repertoire/registration form which is a complete and current list of all my Works in respect of which if they are determined to be eligible, I may be entitled to payment. I hereby acknowledge that it is my responsibility to update this list from time to time as may be necessary, and to provide AFM (in writing) with such revisions.

9. I hereby consent to the collection, use and disclosure of the (my) personal information contained herein for the purposes of identifying me as the individual entitled to receive the remunerations authorized by this form. These records will be maintained in a confidential manner except as may be required to enforce the rights and obligations prescribed hereunder.

Executed at _____, this _____ day of _____, 20_____
(City) (Province)

Witness

MUSICIAN/PERFORMER SIGNATURE