



GENERAL THEATRE AGREEMENT

EFFECTIVE DATE: September 1, 2025

CONTENTS

TMA GENERAL THEATRE AGREEMENT	4
TORONTO MUSICIANS' ASSOCIATION RECOGNITION.....	4
ESTABLISHED CATEGORIES - EFFECTIVE SEPTEMBER 1, 2025.....	4
GENERAL PROVISIONS	5
1. CONTRACT.....	5
2. PERFORMANCE WEEK	5
3. PERFORMANCE	5
4. REHEARSALS	6
5. FEES	7
6. MUSICIANS PENSION FUND OF CANADA.....	8
7. SINGLE MUSICIAN.....	8
8. MUSIC DIRECTOR	8
9. MUSIC SUPERVISOR	9
10. CREATIVE FEE GUARANTEE	9
11. DUAL CAPACITY - MUSIC DIRECTOR/REHEARSAL PIANIST	10
12. ASSOCIATE / ASSISTANT / CONDUCTOR / MUSIC DIRECTOR	10
13. CONTRACTOR	11
14. ASSISTANT CONTRACTOR	11
15. CONCERT MASTER, FIRST (LEAD) TRUMPET, FIRST HORN, FIRST TROMBONE, HARP, PRINCIPAL MUSICIAN.....	11
16. STEWARD	12
17. PERFORMING ONSTAGE / OUTSIDE THE PIT	12
18. DOUBLING	13
18. ELECTRONIC MUSIC DEVICES (EMD's).....	14
19. TRANSPOSITION	14
20. SUBSTITUTE MUSICIANS.....	14
21. WORKING CONDITIONS.....	16
23. REMOUNT OR TRANSFER OF A PRODUCTION.....	16
24. STATUTORY HOLIDAYS & ADDITIONAL HOLIDAYS.....	17
25. CARTAGE.....	17
26. HIRING PRACTICES.....	18
27. DISCRIMINATION	18
28. DISMISSAL.....	18
29. CLOSING OF PRODUCTION.....	18
30. PLAYBILL LISTING.....	18
31. RECORDED MUSIC.....	19
32. RECORDING PROVISION	19
34. ARCHIVAL RECORDING	20
35. MUSIC PREPARATION.....	21

36. VARIANCES.....	21
37. WORKSHOPS.....	21
38. TOURING THEATRE <i>See Appendix B</i>	21
39. DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION <i>See Appendix C</i>	21
41. REPRESENTATIVES OF THE TMA.....	22
GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES.....	23
CATEGORY AAA	23
CATEGORY AA	24
CATEGORY A.....	25
CATEGORY B.....	26
CATEGORY C	27
CATEGORY D.....	28
WORKSHOPS – NOT FOR PROFIT	29
APPENDIX A.....	30
PERCUSSION CATEGORIES	30
APPENDIX B.....	31
TOURING	31
1. LOCAL (NOT OVERNIGHT) RUN-OUTS.....	31
2. OVERNIGHT	31
3. TOUR TRAVEL ARRANGEMENTS	32
4. SOUND CHECKS.....	32
APPENDIX C.....	33
DISPUTES, RESOLUTION OF (GRIEVANCE AND ARBITRATION)	33
APPENDIX D	34
Workplace Bullying and Harassment, Sexual Harassment, And Workplace Violence Policy.....	34
COMPLAINT PROCEDURES	40
COMPLAINT FORM.....	41
APPENDIX E	42
Copying / Music Preparation Rates and Rules – Effective September 1, 2025.....	42
APPENDIX F	45
SUMMER THEATRE.....	45
APPENDIX G.....	46
LETTER OF ADHERENCE	46
APPENDIX H.....	47
SECURITY AGREEMENT	47
APPENDIX I	48
LETTER OF CREDIT WORDING.....	48
APPENDIX J	49
GENERAL THEATRE AGREEMENT HOUSE CATEGORY QUESTIONNAIRE.....	49

TMA GENERAL THEATRE AGREEMENT

A Theatre Company/Producer, (herein called the "Theatre"), is required to sign a Letter of Adherence to this Agreement and submit a completed Appendix K House Category Questionnaire (for each production) to the Toronto Musicians' Association (herein called the "TMA") in order to determine the total potential weekly gross revenue, based on seating capacity of the venue, the number of performances per week and the ticket price structure. This information will establish the category for the production. A request for clarification regarding an assigned category may be submitted to the TMA for consideration.

Prior to the contracting of musicians and commencement of rehearsals, an appropriate security deposit or Letter of Credit shall be submitted to the TMA (see Article 23).

TORONTO MUSICIANS' ASSOCIATION RECOGNITION

The Theatre recognizes the Toronto Musicians' Association, (TMA), as the exclusive bargaining agent for all instrumental musicians, music director/conductors, assistant conductors, associate conductors, arrangers, orchestrators, contractors, copyists, librarians, and other individuals who render music services (hereinafter called the "musicians"), engaged.

ESTABLISHED CATEGORIES - EFFECTIVE SEPTEMBER 1, 2025

Based on full potential weekly box office gross: calculated by the number of seats, multiplied by the cost of full price tickets, multiplied by the number of performances per week, (maximum of eight (8) performances), less applicable taxes (HST), which are included as part of the ticket price. In the event the number of performances per week or the cost of tickets varies, the category calculation shall be based on the week with the maximum potential gross. Ticket price for "pay what you can" performances is based on the price of the suggested minimum donation or \$20.00 per ticket, whatever is greater. The Box Office Questionnaire shall be completed by the Theatre prior to the engagement of any musician and in any case not later than seven (7) days prior to the first rehearsal requiring the services of a musician.

Where a Box Office Questionnaire has not been filed and approved by the TMA: a Commercial Theatre Production shall operate under Category AAA, a Not-For-Profit Theatre Production will operate under the Category as assigned by the TMA.

CATEGORY

AAA	<i>Potential Gross over \$1,073,173 per week</i>
AA	<i>Potential Gross over \$729,758 per week</i>
A	<i>Potential Gross over \$250,050 per week</i>
B	<i>Potential Gross over \$152,389 per week</i>
C	<i>Potential Gross over \$69,755 per week</i>
D	<i>Potential Gross up to \$69,755 per week</i>

GENERAL PROVISIONS

1. CONTRACT

1.1 The Theatre shall sign and execute a TMA Live Performance contract, with the Contractor or the Music Director/Conductor. In so doing, the Theatre acknowledges that all the By-laws of the American Federation of Musicians of the United States and Canada, and all the By-laws of the TMA, insofar as they are not in conflict with any of the provisions of this Agreement or any applicable laws or statutes, are made part of the contractual agreement between the musicians and the Theatre.

1.2 WORK DUES

The Theatre/Contractor shall deduct three percent (3%) of the musician's basic fees, (including doubling and other performance premiums, but excluding negotiated over scale amounts, cartage or transportation), from the musician's remuneration and remit this amount bi-weekly to the TMA.

2. PERFORMANCE WEEK

A Performance Week shall be Monday through Sunday with one (1) day off (Free Day) in each week as designated by the Theatre. A performance week shall consist of not more than eight (8) performances. For any performance in excess of eight (8), the additional performance rate shall apply. Any change to the schedule consisting of performance days followed by a day off will be permitted with a minimum of thirty (30) days written and posted notice. The decision of the Theatre not to use the services of the musicians by scheduling fewer than eight (8) performances or canceling a normally scheduled performance(s), shall not affect the payment of the musicians' weekly performance fees.

3. PERFORMANCE

- a) A performance shall be no more than three (3) hours in duration including an intermission of not less than fifteen (15) minutes. The performance shall be deemed complete when the last note is played.
- b) The "call time" for musicians shall be fifteen (15) minutes prior to the scheduled commencement of the performance. All musicians shall be in place a minimum of five (5) minutes prior to the downbeat.
- c) Overtime on performances shall be computed in segments of fifteen (15) minutes at the overtime performance rate.

- d) Additional performance(s) over eight (8) in any one week shall be paid at the additional performance rate.
- e) The Theatre may pro-rate the musicians' weekly performance fee at the beginning and/or end of the run of production based on the following terms and conditions, provided there are at least two (2) consecutive full weeks of performances:
- i. The week of the first public performance, the Theatre may prorate at one-eighth ($1/8^{\text{th}}$) of the Weekly Performance Fee for each dress rehearsal and/or performance.
 - ii. At the end of the run of the production, (provided the musicians have received a minimum notice of two full weeks of the closing of the production as required by Article 28), the Theatre may prorate at the rate of one-eighth ($1/8^{\text{th}}$) of the musician's weekly performance fee for each performance and consecutive non-performance day.
- The terms and conditions of this Agreement apply for any prorated performances including, but not limited to, payment of overtime, Free Day service, and statutory holiday performances. If the musicians are engaged for five (5) or more days of the performance week at the end of the run, the weekly performance fee shall apply.
- f) If, in any week (Monday to Sunday) no Free Day is scheduled, the service(s) on the seventh (7^{th}) day shall be paid at two hundred percent (200%) of the regular rate for that service. This rate also applies to any performance in excess of:
- i. Two (2) performances in one day, or
 - ii. Five (5) performances in any consecutive three (3) day period and all subsequent performances until there is a break of at least twenty-one (21) hours from the end of one performance to the beginning of the next.

4. REHEARSALS

4.1 Rehearsals shall require a two (2) hour minimum call.

4.2 During all rehearsals there shall be a break of not less than ten (10) minutes per hour. A rehearsal break shall not be taken in the first half ($1/2$) hour or the last half ($1/2$) hour of the scheduled rehearsal. No rehearsal shall continue for more than one and a half ($1\frac{1}{2}$) hours without a break.

4.3 The musician shall be paid for any cancelled rehearsal. The musician shall be paid for any rescheduled rehearsal which the musician is unable to attend because of a bona fide conflict.

4.4 Any rehearsal during the run of a production for cast replacements, understudy rehearsals, or any other reason shall require forty-eight (48) hours' notice and shall be paid at the applicable hourly rehearsal rate. Where less than forty-eight (48) hours' notice is given, the musician(s) will make best efforts to be available for the rehearsal.

4.5 The two (2) hour minimum call is waived in the circumstance where the Theatre elects to call a rehearsal which is contiguous to and immediately precedes a performance. The rehearsal shall commence one and a half (1½) hours prior to the scheduled start of the performance, and the duration of the rehearsal shall not exceed one hour. This rehearsal shall be at the applicable pro rata rehearsal rate of one hour and shall require notice as provided in Art. 4.4 above.

4.6 Any rehearsal that is continued beyond the scheduled or contracted time, (rehearsal overtime), shall be paid at the overtime rate of one hundred fifty percent (150%) of the pro-rata rehearsal rate per fifteen (15) minutes or part thereof.

5. FEES

5.1 SCHEDULE OF FEES

The fees stipulated herein are grouped under established categories. The applicable fees for a particular production will be those set forth under the Schedule of Fees for the established category for the production as determined by the weekly potential gross box office. These fees are the basic minimum fees, and musicians are not precluded from negotiating higher rates of remuneration.

5.2 MINIMUM BASIC FEE

The minimum basic fee is the applicable scale fee payable to a side musician plus any doubling or other specified premiums payable hereunder.

5.3 OVERSCALE FEES

Any musician engaged by the Producer may negotiate a fee in addition to those set forth herein. A musician may also negotiate a fee based upon the special demands of the individual orchestral part, which demands may have become apparent from examining the orchestral part by auditing an original cast recording or during actual rehearsals of the production. Notification of such request to negotiate shall be made in writing by the musician, and the producer shall enter into negotiation in good faith within two (2) weeks of receipt of such notice. The TMA may conduct such negotiations on behalf of the musician if requested to do so by the musician. In this event, the musician or TMA shall promptly notify the Theatre in writing of such appointment. Any additional compensation agreed as a result of such negotiation shall be included in the engagement contract (Article 1) and indicated as an overscale fee.

5.4 REHEARSAL PIANIST FEES: CATEGORIES AAA, AA, A & B

Please refer to Category Schedule of Fees. A minimum of twenty-four (24) hours per week shall be guaranteed and paid if the weekly rate is selected. The daily minimum call is two (2) hours.

5.5 REHEARSAL PIANIST FEES: CATEGORIES C, D

Please refer to Category Schedule of Fees. A minimum of twenty-four (24) hours per week shall be guaranteed and paid if the weekly rate is selected. The daily minimum call is two (2) hours.

5.6 The rehearsal pianist for any category must be notified a minimum of one week prior to the first rehearsal which of the rates is applicable. If the musician is not informed, then the hourly rate shall apply for the first twenty-three (23) hours of rehearsal. The weekly rate shall apply for each additional hour.

5.7 COST OF LIVING ADJUSTMENT

The minimum fees set out under this agreement will be increased (if applicable) effective the first Monday in September every year of the Agreement at a rate determined by TMA but in no case less than the amount equivalent to the "Annual Percentage change for Toronto" published by Statistics Canada in the June Consumer Price Index rounded off to the next dollar on flat fee and weekly fees and to the next half dollar for hourly fees.

6. MUSICIANS PENSION FUND OF CANADA

6.1 The Theatre shall make pension contributions on behalf of each musician to the Musicians' Pension Fund of Canada (MPFC). Pension payments shall be made by direct deposit on a weekly basis, (or as otherwise pre-arranged with the TMA).

6.2 *Effective September 1, 2025:* Pension rate is 12% of the musician's basic fees (excluding negotiated over-scale amounts).

7. SINGLE MUSICIAN

In all categories, when a single musician is engaged, the musician shall be compensated at the applicable performance rate for Music Director.

8. MUSIC DIRECTOR

8.1 The Music Director shall be responsible for the music at all levels including attendance at cast auditions, production meetings and rehearsals. The Music Director shall be responsible for engaging the required musicians (but only when a Contractor is not also engaged) and for conducting the rehearsals and musical performances. They will also act as liaison between management and the musicians and shall be responsible for maintenance of the musical

standards during the run of the show. When a Contractor is not engaged, the Music Director shall be responsible for the establishment, maintenance, and disbursement of the musicians' payroll. The Music Director shall notify the TMA of any theatrical production for which they may be engaged as Music Director prior to commencing duties pertaining thereto.

8.2 When the Music Director is functioning in a creative and supervisory capacity, the fees stipulated for the Creative Fee Guarantee in the applicable category shall apply. These fees do not cover rehearsal piano, (see Article 9 Dual Capacity), arrangements and/or orchestrations.

8.3 When the Music Director is engaged to function as Conductor, commencing from the first orchestra rehearsal, the fees stipulated for Music Director (under Performance and Rehearsal) in the applicable category shall apply.

9. MUSIC SUPERVISOR

9.1 The Music Supervisor supervises all elements of the music department. In addition to the duties of a Music Director, the Music Supervisor's responsibilities are to collaborate with the writers, the creative team in development. Additional responsibilities include musical dramaturgy, orchestration, arranging, technical, and production scheduling. The Music Supervisor may be engaged to conduct or perform the run of the show.

9.2 When a Music Supervisor is not engaged by the Theatre to conduct or play the run-of-show a Music Director shall be engaged.

9.3 The Music Supervisor and the run-of-show Music Director collaborate throughout the rehearsals and Preview Performance period. Post Opening Night, the Music Director shall be responsible for the maintenance of production and assume any outstanding duties as agreed upon with the Music Supervisor.

10. CREATIVE FEE GUARANTEE

10.1 The Music Director shall be paid a Creative Fee Guarantee as per the Schedule of Fees unless a Music Supervisor is engaged. If a Music Supervisor is engaged, the Music Supervisor shall be paid the Creative Fee Guarantee. The Creative Fee Guarantee shall include all regular Music Director duties, except for conducting. These duties include all rehearsal piano duties scheduled within the five (5) weeks of cast rehearsals until opening night. Any music preparation will be contracted via the schedule of fees in Appendix E. Additional full cast rehearsal outside of the five (5) weeks of full cast rehearsal will be compensated at the hourly rate listed in schedule of fees in Appendix E.

10.2 In addition to the payments above, when the Music Supervisor or Music Director is engaged to function as Conductor, commencing from the first orchestra rehearsal, the fees stipulated for Music Director (under Performance and Rehearsal) shall apply for all orchestral rehearsals and performance call.

11. DUAL CAPACITY - MUSIC DIRECTOR/REHEARSAL PIANIST

11.1 Outside the five (5) weeks of cast rehearsals until opening night in all categories except Category "D", if the Music Director, in addition to the creative supervision musical services to be rendered in that capacity (Article 10), also renders musical services as Rehearsal Pianist, engaged at the Weekly Rate, as per Articles 5.4 and 5.5, they shall receive one hundred percent (100%) of the applicable rehearsal pianist's fee plus seventy-five (75%) of the Creative Fee Guarantee.

11.2 Outside the five (5) weeks of cast rehearsals until opening night in Category "D", if the Music Director is also the Rehearsal Pianist engaged at the Weekly Rate, as per Articles 5.4 and 5.5 they shall receive one hundred percent (100%) of the applicable rehearsal pianist's fee plus fifty percent (50%) of the Music Director's Creative Supervision fee. Except when the Music Director is also engaged as a rehearsal pianist the duties of the rehearsal pianist shall not include the duties of the Music Director.

12. ASSOCIATE / ASSISTANT / CONDUCTOR / MUSIC DIRECTOR

12.1 The Associate or Assistant Conductor, whilst performing on the instrument(s) for which they have been engaged shall be paid in accordance with the fees provided for a musician in this Agreement. At the request of the Music Director or the Theatre, the Associate or Assistant Conductor/Music Director (one individual only) may be designated to assume certain musical direction responsibilities. Upon such designation the musician shall receive a premium of twenty percent (20%) of a musician's minimum basic fee in addition to the musician's fee as stipulated in this Agreement.

12.2 When the Associate or Assistant Music Director/Conductor is required to conduct performance or rehearsal, they shall be paid not less than pro-rata of the Music Director/Conductor's minimum scale fee provided for in the appropriate category. The Assistant/Associate Conductor shall be responsible for payment of the appropriate fee to the substitute musician engaged to perform on the Assistant/Associate Conductor's vacated instrument(s).

13. CONTRACTOR

13.1 A Contractor shall be required for all Category “AAA”, “AA”, “A” productions and in all other categories where ten (10) or more musicians (including the Contractor) are to be engaged. The Theatre shall select and engage a Local Contracting Leader, (hereinafter called the Contractor), who shall be responsible for engaging the musicians, in consultation with the Music Director/Conductor, as may be required by the terms of this Agreement and by the specific musical requirements of the orchestra score(s) of the production(s) to be presented at the theatre(s). The Contractor shall also be responsible for establishing, maintaining, and distributing the musicians' payroll.

13.2 For all orchestra rehearsals and performances, the Contractor shall be paid a fee of not less than one hundred fifty percent (150%) of the musician's minimum basic scale fee. This Contractor Fee shall be in addition to any performing compensation.

14. ASSISTANT CONTRACTOR

The Contractor shall appoint one member of the orchestra to the position of Assistant Contractor. In the unavoidable absence of the Contractor, the Assistant Contractor shall execute such duties and/or responsibilities normally carried out by the Contractor at the site of the performance. These duties shall not include engaging of musicians, payroll or any duty or responsibility not directly related to the daily performance of the production. While performing Contractor's duties, the Assistant Contractor shall be paid additional fees equal to thirty-five (35%) percent of the musician's minimum basic scale fees for all such rehearsals and performances in addition to their performing compensation. The Contractor shall be responsible for payment of Assistant Contractor fees in accordance with the substitute provisions of Article 20.13.

15. CONCERT MASTER, FIRST (LEAD) TRUMPET, FIRST HORN, FIRST TROMBONE, HARP, PRINCIPAL MUSICIAN

15.1 The Concert Master, First (Lead) Trumpet, First Horn, First Trombone, Harp and Principal Musician(s) shall each receive an additional twenty-five (25%) of the musician's minimum basic fee over and above the musician's applicable basic scale fee.

15.2 The designation of Concert Master shall be required when four (4) or more strings are required. The Concert Master shall be the principal violinist and responsible for the ultimate decisions regarding bowing.

15.3 The designation of First (Lead) Trumpet and, First Horn, First Trombone is required when two (2) or more brass are required by the musical score, (when a trumpet and/or horn is engaged).

15.4 The designation of Principal Musician(s) shall be made by the Contractor in consultation with the Music Director and Producer when the musical score requires:

- significant solo or exposed playing or exceptional skills
- the musical leadership of the orchestra or a section of the orchestra

15.5 A Principal Musician shall receive an additional minimum payment of twenty-five (25%) over and above the musician's minimum basic fee as provided for in this agreement.

15.6 A Harpist, when engaged, shall receive cartage fees, as provided for in Article 25.1 c), paid on a once-in, once-out basis.

16. STEWARD

On all engagements with three (3) or more musicians, there shall be a Steward who will be appointed by the TMA. The Steward shall render such duties as are specified by the TMA. The Steward shall be paid an additional ten (10%) percent of the musician's minimum basic fee.

17. PERFORMING ONSTAGE / OUTSIDE THE PIT

17.1 STARTING LOCATION

The starting location of the orchestra shall normally be designated as the orchestra pit or bandstand. If it is necessary for a portion of the orchestra, or an individual instrumentalist to move during the performance from the starting location to another designated playing area in the theatre, whether or not in costume, there shall be an additional amount payable to the affected musician(s) of not less than ten percent (10%) of the musician's minimum basic fee.

17.2 ON-STAGE DRAMATIC OR VOCAL PERFORMANCE

- a) A musician performing onstage or in view of the audience, shall receive an additional performance fee of not less than ten percent (10%) of the musician's minimum basic fee. This fee shall include payment for one movement, the wearing of costumes and the speaking of one or two words/sentences if required.
- b) If more than one movement is required, and/or the musician is required to speak more than one or two words/sentences and/or to give a vocal or dramatic performance, the musician's additional performance fee shall be not less than twenty-five percent (25%) of the musician's minimum basic fee. The Theatre shall have the option of requiring an additional fifteen (15) minutes of call time for musicians rendering such additional on-stage non-instrumental services.

c) The premium due to the musician pertaining to this Article 16 is the highest premium which the musician qualifies for. In no case is the premium cumulative. Any musician may negotiate a fee in addition to this minimum at the time of contracting or when the additional assignments are designated. (See Article 5.3 OVERSCALE FEES)

18. DOUBLING

18.1 PERMITTED DOUBLES

The following doubling by a musician is permitted without any increase in payment over and above the musician's basic scale fee:

- a) Piano (acoustic) and Celeste (when the instruments are provided by the Theatre)
- b) A and Bb Clarinet
- c) Alto Saxophone and Tenor Saxophone
- d) Percussion (See Appendix A)

18.2 With the exception of the authorized doubles set out above, a musician playing any additional instrument, both during rehearsal and/or performance, shall be paid, in addition to the minimum musician's basic scale fee, an amount equal to twenty-five (25%) of the minimum musician's basic scale fee for the first double, and fifteen (15%) for each subsequent double.

18.3 PERCUSSION (See Appendix A)

- a) Instruments, which a percussionist may be required to play, are grouped into 6 categories. Percussionists must each be engaged in only one of the categories (the "basic category"). The election of the basic category shall occur prior to the commencement of rehearsals and shall require the approval of the Music Director/Conductor and the Contractor (if applicable).
- b) Any or all of the instruments within the basic category may be played and paid for at the rate of the minimum musician's basic scale fee applicable for the production. The assignment of each additional category shall constitute an additional instrument and shall be paid as per Article 17.2.
- c) Where a percussion instrument is required that is included in the grouping for more than one of the six categories, the Music Director/Conductor, in consultation with the percussionist, will choose which category will be used for the instrument played.
- d) Instruments of an uncommon or unusual nature that are required in the score for a production and are not considered to be standard to any of the categories must be provided by the Theatre.

19. ELECTRONIC MUSIC DEVICES (EMD's)

19.1 Electronic Music Devices (EMD's) are defined as analog, digital or hybrid electronic devices that produce or reproduce musical and non-musical sounds, including all synthesizers and digital sampling devices, etc. whose sound is generated solely by electronic means.

19.2 A keyboard instrumentalist (excluding percussionists) playing a single keyboard plus any number of EMD's shall be paid an amount not less than the minimum musician's basic scale fee plus 25% and shall be permitted to operate any number of acoustical keyboard instruments and EMD's (including modules and other connecting devices) without the payment of any additional doubling premium.

19.3 A keyboardist or other instrumentalist engaged in synthesizer preproduction, i.e., programming and arranging synthesized music for a theatrical production, in addition to the applicable EMD performance fee, shall be paid a fee for such pre-production services of not less than \$3695.00. If the musician is responsible for maintaining and/or servicing this equipment for the run of the show, they shall be paid an additional fifteen percent (15%) of the minimum musician's basic scale fee.

Notwithstanding the foregoing, a musician is not precluded from negotiating a higher fee than the minimum fee specified above for such pre-production services.

19.4 For Percussion EMD's, refer to Article 17.3.

20. TRANSPOSITION

When a musician is required to play an instrument with music properly written for another instrument, and transposition is necessary, then the musician shall receive an additional payment of twenty-five percent (25%) over and above the minimum musician's basic scale fee as provided herein.

21. SUBSTITUTE MUSICIANS

21.1 Contracted musicians shall have the right to engage permissible substitutes during the run of the show. The intent of the foregoing is to allow musicians to absent themselves for reasons which include but are not limited to:

- a) Obtaining occasional outside employment of limited duration.
- b) Maintaining interest and professionalism during the run of the show.
- c) Avoiding loss of identity in the marketplace.

21.2 Permission for musicians to be absent shall not be unreasonably denied.

21.3 Prior to the date on which contracted musicians become eligible to absent themselves, each musician shall furnish the Music Director/Conductor with a list of available substitutes for the musician's chair. The Music Director/Conductor shall review each musician's list to determine whether a substitute is acceptable. The approval of a substitute shall not be unreasonably denied. If the Music Director/Conductor finds a substitute unacceptable the musician shall replace the substitute with an acceptable substitute. The Music Director/Conductor may require more than two substitutes for certain chairs.

21.4 A substitute shall make best efforts to adequately prepare the music part prior to the first performance in the orchestra pit. The Producer shall provide properly marked study parts and a recording of a performance of the production for the use of substitutes.

21.5 Once the contracted musician's list of substitutes has been accepted, each substitute therein becomes subject to the Music Director/Conductor's further approval by virtue of the substitute's performance. The Music Director/Conductor shall have complete authority over the return of a substitute, based on the substitute's performance.

21.6 A musician shall have the right to be replaced by an approved substitute up to a maximum of thirty (30) performances within a period of one hundred and four (104) consecutive performances.

21.7 Except for illness or other emergency, a musician desiring leave from a performance shall make a written request to the Music Director/Conductor and the Contractor or designate at least twenty-four (24) hours in advance of the date of requested leave of absence. The musician must notify the Contractor of the name and AFM Local number of the substitute, confirm that the substitute has been notified by the musician and confirm that the substitute will perform.

21.8 Not later than twelve (12) weeks from the date of the opening night performance the Music Director/Conductor will accept and designate one or more musician(s) from each musician's list of substitutes as "designated" substitutes per orchestra section. "Designated" substitutes will not be counted as a substitute. If a "designated" substitute cannot appear and the number of permissible substitutes in the section would otherwise be exceeded, the musician must appear for the performance. The right of musicians to be absent themselves may be withheld during preview performances and the scheduling of substitutions during the first thirty-two (32) performances shall be subject to the approval of the Music Director.

21.9 If a musician is to be absent in excess of two (2) weeks, the musician may make a written request for a formal leave of absence. At the conclusion of an approved leave of absence the musician shall assume their original position. Such leave shall not be unreasonably denied.

21.10 The Music Director/Conductor may provide a substitute, which shall require the approval of the Theatre, whose approval shall not be unreasonably denied.

21.11 Musicians shall be personally responsible for the pay of their substitutes.

22. WORKING CONDITIONS

The Theatre and Musicians are reminded that any theatrical venue is deemed to be workplace, and in consequence is subject to the provisions of the Occupational Health and Safety Act, R.S.O. The Theatre shall ensure that a copy of O.H.S.A. Regulations and a copy of any supporting guide or guidelines is posted on the notice board in all theatrical venues.

23. SECURITY DEPOSIT

23.1 The Theatre shall arrange and deposit with the TMA a cash security deposit or a Letter of Credit equal to the musicians' contractual fees for 2 weeks plus the applicable Musicians Pension Fund of Canada contribution as per Article 6, plus H.S.T. (where applicable) payable thereon. The Theatre shall simultaneously execute the TMA's standard Security Agreement/Letter of Adherence which sets forth the obligations of both parties thereto, including (but not limited to) the release of the security deposit after all of the financial obligations of the Theatre have been met.

23.2 The Music Director/Conductor and the Contractor (if applicable) may be engaged on a conditional basis prior to receipt of the security deposit. Notwithstanding the foregoing, no engagement contracts covering rehearsals and run-of-show will be approved until the security deposit and Security Agreement/Letter of Adherence have been received in the Association offices.

24. REMOUNT OR TRANSFER OF A PRODUCTION

24.1 When a remount or transfer of a production originally mounted under this Agreement takes place within two (2) years of the closing of the original production, the musicians and the Music Director/Conductor who were contracted for the original production shall have the first right of refusal for the remount production to the extent that their instruments are required for the production. The fees payable to the Music Director for Creative/Supervisory services as defined in Article 8.1 shall not be less than twenty percent (20%) of the Creative/Supervisory fee for the category established for the remount for each additional week or part thereof of rehearsal (non-

orchestral). For clarity, Article 23 does not apply to touring productions travelling under Pamphlet "B".

24.2 A transfer of a production to another venue within one month of the local closing of a production is exempt from the requirement to engage the Music Director at the Music Director creative supervision fee. The Music Director/Conductor and musicians shall be engaged at the weekly fee applicable to the transfer venue.

24.3 Where the Theatre elects not to offer a musician or Music Director/Conductor first right of refusal for the remount or transfer the Theatre shall pay the musician one week's applicable basic minimum performance fee.

25. STATUTORY HOLIDAYS & ADDITIONAL HOLIDAYS

Any performance or rehearsal scheduled on any statutory holiday or additional holiday specified in this article shall be paid at double the rate for that service. Such holidays shall include, but are not limited to, New Year's Eve (after 6:00 p.m.), New Year's Day, Family Day, Good Friday, Easter Sunday, Canada Day, Labour Day, Thanksgiving Day, Christmas Eve (performance after 6:00 p.m.), Christmas Day and Boxing Day.

26. CARTAGE

26.1 Subject to prior authorization, the Theatre shall pay for the reasonable cost of transporting any of the instruments listed in this article, as are required for performance by the score of the production, to and from the rehearsal space and the performance space. Cartage shall include placing the instrument(s) in, and subsequent removal of same from the playing area of the venue.

Cartage fees will be paid for the transportation of the following instruments:

- a) Percussion (including tympani, drum set, mallet instruments and any electronic music devices and related amplification equipment when required).
- b) Electric guitar and electric bass (including amplifiers and related electronic equipment).
- c) Harp.
- d) Keyboard instruments and related equipment not supplied by the Theatre.

26.2 When required for special situations (i.e., rehearsals, studio recording sessions, promotions in another venue, etc.), the Theatre will pay for a common carrier or musician's cartage service to transport the instruments listed in Article 25.1 (a) thru (d) to and from the playing area of the

venue. The use of such musician's cartage service must be authorized in advance by the Theatre.

27. HIRING PRACTICES

All musicians engaged by the Theatre shall be members or become members of the TMA. After demonstration to the TMA's satisfaction that a qualified TMA musician is not available, AFM members living outside the jurisdiction of the TMA will be extended first preference in the offer of engagement.

28. DISCRIMINATION

Theatre agrees that engaging musicians shall be without discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability beyond artistic requirements conviction or offence for which a pardon has been granted.

29. DISMISSAL

Musicians engaged for a production shall have the run of the show and may not be dismissed except for just cause.

30. CLOSING OF PRODUCTION

The closing of a production shall require the Theatre to give the musicians and the TMA a two-week written notice of closing. A two-week notice shall constitute two Monday-to-Sunday periods.

31. PLAYBILL LISTING

31.1 The names of the regular contracted musicians and their respective instruments shall be included in the Playbill listing in a type no smaller than that afforded the cast understudies and shall be placed immediately after the understudies' listing or immediately preceding the "Who's Who in the Cast." Where the biographies of the actors are printed in the program the Theatre will make best efforts to include biographies of the regular contracted musicians. The musician shall have right of approval over biographical material and photographs for use in all programs and souvenir publications.

31.2 The TMA shall receive appropriate recognition in the section of the program and souvenir publications where similar credits are listed for other performers' and technicians' associations, guilds or unions. The recognition should read, "The musicians, music director, conductor [music supervisor if engaged] and orchestra contractor engaged for this production are members of

the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada.”

31.3 Whenever anyone other than the author and/or composer and/or director and/or producer is listed in publicity material under the Theatre's control the Music Director/Conductor [Music Supervisor if engaged] will receive billing. The size and position of the billing will be negotiated at the time of engagement.

31.4 Whenever anyone other than the author and/or composer and/or director and/or producer is listed in the billing page of the program or any souvenir publication the Music Director/Conductor [Music Supervisor if engaged] shall be listed. The size and position of the billing will be negotiated at the time of engagement.

32. RECORDED MUSIC

32.1 Recordings, tapes or other mechanical devices may not be used to accompany or to provide background music to live stage performances in theatrical venues, except as may be authorized by the TMA. Recorded music of any type shall not be used for rehearsals without the written approval in writing of the TMA.

32.2 The foregoing restriction also applies to stage plays containing incidental music. However, the Theatre may elect to utilize a recorded version of original music composed expressly for the production. The use of such recorded original incidental music is permitted subject to payment of the applicable AFM fees to the composer and the session musician(s) rendering such recording services.

32.3 Recorded music may be used prior to curtain, during intermission or following the show provided that the Theatre agrees that **SOCAN** has the legal right to license the use of such recorded material and to collect fees, therefore. The use of recorded material as aforesaid is not intended to pre-empt overture, entr'acte or play-out music that constitutes an integral part of the music score.

32.4 PROHIBITION ON THE USE OF VIRTUAL ORCHESTRA

The Theatre agrees not to use a virtual orchestra or any other mechanical, synthetic or technical manifestation of a virtual orchestra to reproduce or perform music, except with the specific written approval of the TMA.

33. RECORDING PROVISION

33.1 If the Theatre, alone or in association with any entity, produces for any purpose a film, video, commercial announcement or “The Making of.....” video or film, or documentary, or a transcription of the “Toronto Production” which is titled and/or characterized as the “Toronto (or) Canadian Cast Recording”, then the Theatre shall guarantee the offer of employment for any such transcription to all contracted members of the orchestra who have the run of the show. Such offer shall be made at least two (2) weeks prior to the actual recording date.

33.2 The Theatre also agrees that the terms and conditions of the applicable AFM Electronic Recording agreements will apply to all aforementioned recordings and that the fees paid to the musicians will be no less than the minimums provided for in those agreements. Where an electronic transcription is not covered by an AFM agreement, the Theatre agrees to negotiate with the TMA to establish the minimum fees and conditions on a case-by-case basis.

34. NEWS RELATED BROADCASTS and SOCIAL MEDIA

34.1 Portions of a performance and/or rehearsal may be audio or audio-visually recorded for insertion in a news or magazine type program. No more than two (2) minutes of said performance or rehearsal shall be broadcast in any thirty (30) minute period. The time in which such performance or rehearsal may be recorded shall be limited to one-half (1/2) hour. No other use shall be made of such recordings or visual images. The Theatre shall notify the TMA at least forty-eight (48) hours in advance of such recording.

34.2 Up to two (2) minutes of footage from an audio-visual recording of a rehearsal or performance may be utilized by the Theatre on their own branded social media pages, website, and/or branded you-tube channel for a term to not exceed six (6) months from date of first release. Requests to extend the term must be made thirty (30) days in advance of the expiration date. If no extension is permitted, the postings must be removed upon expiration of six (6) month term. The Theatre shall notify the TMA at least forty-eight (48) hours in advance of such recording or filming.

35. ARCHIVAL RECORDING

An audio/visual or audio only recording of a production may be made for archival purposes under the following conditions:

- a) The musicians and the TMA shall be notified, by written notice, of the recording not later than twenty-four (24) hours prior to the recording.
- b) The recording must not be edited, copied or distributed in any manner.
- c) The recording is to be used exclusively for archival, reference and study purposes.
- d) The recording cannot be used for rehearsals.

- e) The recording shall remain under the control of the Theatre and will not be sold, leased, licensed or lent out for any purpose.
- f) The recording may not be replayed in public or broadcast in any manner.
- g) The recording shall be labeled "*For Archival and Study Purposes Only*".

Should the recording ever be utilized by any party for any purpose not explicitly set forth herein the Theatre agrees to enter into and fulfill all conditions required by the appropriate AFM agreement, including, but not limited to the payment of the prevailing fees and allied benefits as required therein.

36. MUSIC PREPARATION

Arrangements, orchestrations and copying shall be contracted on TMA Live Performance contract forms. Minimum fees for copying are based upon the Music Preparation Guidelines established by the TMA for theatrical productions originating in its jurisdiction (see Appendix E). Members should call the TMA for the applicable fees and conditions. All music preparation services are subject to Musicians Pension Fund of Canada contributions as per Article 6.

37. VARIANCES

The terms and conditions specified herein shall be strictly enforced. Variances may be permitted where such specific requests in writing have been made to and approved by the TMA. Such requests shall be dealt with on a case-by-case basis and are non-precedential.

38. WORKSHOPS

38.1 WORKSHOPS FOR COMMERCIAL THEATRE

A Theatre considering a workshop of a proposed production should contact the TMA for applicable fees and conditions governing the engagement of musicians.

38.2 WORKSHOPS FOR NOT-FOR-PROFIT THEATRE

The fees established for Not-for-Profit Workshops may be used for workshops where the "work in-progress" is under the direct supervision and financial responsibility of the composer of the music and/or the playwright. A Theatre may not utilize this category for a workshop without consulting with the TMA as to the precise circumstances of the workshop project. In any event, Not-for-Profit workshops shall not exceed two (2) weeks in duration including the audience performance(s).

39. TOURING THEATRE, See Appendix B.

40. DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION, See Appendix C

41. HARASSMENT, *See Appendix D.*

42. REPRESENTATIVES OF THE TMA

Representatives of the TMA shall have access to the performance and rehearsal venues for the purpose of conferring with the musicians. The TMA will make best efforts to provide the Theatre with twenty-four (24) hours' notice of any such meetings.

43. EFFECTIVE DATE

This Agreement shall be deemed to have come into effect on January 1, 1998, and has been revised and amended as of September 1, 2025. The Agreement shall be reviewed, and as necessary revised, on an annual basis effective every year thereafter.

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY AAA

Performance Fees/Weekly

Musician	\$2,016.00
Music Director/Conductor	\$4,028.00

Additional Performance/per performance

Musician	\$378
Music Director/Conductor	\$755

Performance Overtime /per 15 minutes

Musician	\$31.50
Music Director/Conductor	\$63.00

Orchestra Rehearsal Fees

Musician	\$68.00
Music Director/Conductor	\$135.50

Orchestra Rehearsal Overtime /per 15 minutes

Musician	\$25.50
Music Director/Conductor	\$51.00

Rehearsal Piano-per hour

Weekly Rate - first 42 hours	\$72.00
Weekly Rate - over 42 hours	\$90.00

Creative Fee Guarantee

\$18,029

Audition Accompanist /Percussionist /per half hour

\$69.00

Work in excess of forty hours in a week / per half hour

\$86.00

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY AA

Performance Fees/Weekly

Musician	\$1,976.00
Music Director/Conductor	\$3,911.00

Additional Performance/per performance

Musician	\$370.50
Music Director/Conductor	\$733.00

Performance Overtime /per 15 minutes

Musician	\$31.00
Music Director/Conductor	\$61.00

Orchestra Rehearsal Fees / per hour

Musician	\$68.00
Music Director/Conductor	\$136.00

Orchestra Rehearsal Overtime / per 15 minutes

Musician	\$25.50
Music Director/Conductor	\$51.00

Rehearsal Piano / per hour

Weekly - first 42 hours	\$73.50
Weekly - over 42 hours	\$92.00

Creative Fee Guarantee

\$17,816.00

Audition Accompanist /Percussionist /per half hour

\$68.00

Work in excess of forty hours in a week / per half hour \$85.00

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY A

Performance Fees/Weekly

Musician	\$1,896.00
Music Director/Conductor	\$3,788.00

Additional Performance/per performance

Musician	\$356.00
Music Director/Conductor	\$710.00

Performance Overtime /per 15 minutes

Musician	\$30.00
Music Director/Conductor	\$59.00

Orchestra Rehearsal Fees

Musician	\$67.00
Music Director/Conductor	\$132.50

Orchestra Rehearsal Overtime /per 15 minutes

Musician	\$25.00
Music Director/Conductor	\$50.00

Rehearsal Piano / per hour

Weekly - first 42 hours	\$74.00
-------------------------	---------

Creative Fee Guarantee

\$17,264

Audition Accompanist /Percussionist /per thirty minutes

\$65.00

Work in excess of forty hours in a week / per half hour	\$81.00
---	---------

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY B

Performance Fees/Weekly

Musician	\$1,344.00
Music Director/Conductor	\$2,689.00

Additional Performance/per performance

Musician	\$252.00
Music Director/Conductor	\$504.00

Performance Overtime /per 15 minutes

Musician	\$21.00
Music Director/Conductor	\$42.00

Orchestra Rehearsal Fees / per hour

Musician	\$63.00
Music Director/Conductor	\$127.50

Orchestra Rehearsal Overtime /per 15 minutes

Musician	\$24.00
Music Director/Conductor	\$48.00

Rehearsal Piano / per hour

Weekly - first 42 hours	\$74.00
Weekly - over 42 hours	\$92.00

Creative Fee Guarantee

\$11,510.00

Audition Accompanist /Percussionist /per thirty minutes

\$49.00

Work in excess of forty hours in a week / per half hour \$61.00

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY C

Performance Fees/Weekly

Musician	\$1,128.00
Music Director/Conductor	\$1,681.00

Additional Performance/per performance

Musician	\$211.50
Music Director/Conductor	\$315.00

Performance Overtime /per 15 minutes

Musician	\$18.00
Music Director/Conductor	\$26.00

Orchestra Rehearsal Fees / per hour

Musician	\$48.00
Music Director/Conductor	\$93.00

Orchestra Rehearsal Overtime /per 15 minutes

Musician	\$18.00
Music Director/Conductor	\$35.00

Rehearsal Piano / per hour

Weekly - first 42 hours	\$59.50
Weekly - over 42 hours	\$81.50

Creative Fee Guarantee

\$9,208.00

Audition Accompanist /Percussionist /per thirty minutes

\$47.00

Work in excess of forty hours in a week / per half hour	\$59.00
---	---------

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES

EFFECTIVE SEPTEMBER 1, 2025

CATEGORY D

Performance Fees/Weekly

Musician	\$959.00
Music Director/Conductor	\$1,395.00

Additional Performance/per performance

Musician	\$180.00
Music Director/Conductor	\$262.00

Performance Overtime /per 15 minutes

Musician	\$15.00
Music Director/Conductor	\$22.00

Orchestra Rehearsal Fees

Musician	\$36.50
Music Director/Conductor	\$53.00

Orchestra Rehearsal Overtime /per 15 minutes

Musician	\$14.00
Music Director/Conductor	\$20.00

Rehearsal Piano / per hour

Weekly - first 42 hours	\$53.00
Weekly - over 42 hours	\$68.50

Creative Fee Guarantee

\$17,264

Audition Accompanist /Percussionist /per thirty minutes

\$65.00

Work in excess of forty hours in a week / per half hour \$81.00

GENERAL THEATRE AGREEMENT – SCHEDULE OF FEES
EFFECTIVE SEPTEMBER 1, 2025

WORKSHOPS - NOT FOR PROFIT

Service rate (2-hours)

Musician	\$117.50
Music Director/Conductor	\$171.00

Overtime in excess of 3 hours / per 15 minutes

Musician	\$22.00
Music Director/Conductor	\$32.00

Rehearsal Piano / Percussion / per hour

Weekly - first 42 hours	\$52.00
Weekly - over 42 hours	\$67.00

APPENDIX A

PERCUSSION CATEGORIES

1. **Timpani**

2. **Mallet Instruments.** The percussionist may play three of the following mallet instruments only:

<i>Xylophone</i>	<i>Chimes (Tubular Bells)</i>
<i>Marimba</i>	<i>Vibraphone</i>
<i>Orchestra Bells (Glockenspiel)</i>	<i>Crotales</i>

Other chromatic or diatonic acoustic mallet keyboard instruments.

For each additional mallet instrument played a doubling fee will be paid in accordance with the additional fees set out in Article 18.

3. **Drum Set.** Drum set will consist of:

<i>Bass Drum</i>	<i>Hi Hat</i>
<i>Snare Drum</i>	<i>Cow Bell</i>
<i>Tom Toms</i>	<i>Triangle</i>
<i>Rote Toms</i>	<i>Wood Block</i>

4. **Electronic Music Devices:** Electronic Music Devices include any and all electronic mallet keyboard, pad and triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.

5. **Traditional Percussion and Sound Effects:** Traditional percussion and sound effects will include non-pitched percussion instruments found in standard symphonic repertoire including but not limited to those in the following list:

<i>Concert Bass Drum</i>	<i>Snare Drum (Field Drum, Tenor Drum, Parade Drum)</i>
<i>Cymbals and Piatti</i>	<i>Gongs and Tam Tams</i>
<i>Tambourine, Triangle, Finger</i>	<i>Sound Effects (Slide Whistle, Pop Gun, Car Horns, Cymbal,</i>
<i>Mark Tree, Bell Tree,</i>	<i>Slapstick, Ratchet etc.)</i>
<i>Wood Block</i>	

6. **Latin Percussion:** The Latin Percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of ethnic origin most of which do not appear in the standard symphonic repertoire, including, but not limited to the following.

Conga Drums
Timbales (including cow bells and cymbals) Shakers, Maracas, Casaba, Claves
Gongs and Tam Tams
Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

APPENDIX B

TOURING

1. LOCAL (NOT OVERNIGHT) RUN-OUTS.

1.1 A run-out is deemed to be any circumstance where a musician leaves from and returns to the Theatre's point of origin on the same day for the purpose of performing or rehearsing, and where no accommodation is required.

1.2 A musician required to be outside the point of origin by virtue of the terms of the engagement contract shall receive an expense allowance of fifty-five dollars (\$55.00) per day.

1.3 Whenever three (3) or more local runouts for the same Theatre are scheduled in the same week, in lieu of the preceding expense allowance, a musician shall receive the compensation provided for in Article 2.2 below.

1.4 In no event may the work span on local tours exceed eight and one-half (8 1/2) hours in a day (including transportation to and from the place of performance and all meal and rest breaks) unless overtime is paid. Travel after 10:00 p.m. is not allowed except where the musician is transported back to the point of origin following an evening performance, and on condition that travel does not exceed one (1) hour and the travel is completed by midnight.

2. OVERNIGHT

2.1 Whenever a musician, while engaged by the Theatre, is required (by the Theatre) for any reason to be away from the point of origin for ten (10) or more consecutive hours, the musician shall be considered to be "on tour".

2.2 Whenever a musician is on tour, in accordance with the foregoing, the weekly fees established for the production's point of origin category shall be augmented by a "tour premium" payment equal to ten percent (10%) of the applicable weekly fee plus a daily expense allowance of one hundred and thirty-eight dollars (\$138.00). This allowance is not subject to pension or HST. When single occupancy accommodation acceptable to the artist is provided, the daily expense allowance shall be sixty-one dollars (\$61.00).

2.3 When a musician is returned to the point of origin from an overnight tour, they shall receive the following meal allowances:

Breakfast: fifteen dollars (\$15.00)

Lunch: twenty dollars (\$20.00)

Dinner: thirty-five dollars (\$35.00)

3. TOUR TRAVEL ARRANGEMENTS

The company manager (or stage manager) shall have jurisdiction over the musicians' travel schedules and mode of transportation. Exceptions to the above shall be by permission only. This requirement is necessary to conform to insurance regulations and to avoid jeopardizing the production by a possible "no-show." If, by permission, a musician supplies their own transportation in lieu of Company-provided transportation, they shall be reimbursed for actual mileage at the rate of seventy-two cents (\$0.72) per kilometer.

4. SOUND CHECKS

The Company manager (or stage manager) in consultation with the Music Director shall be responsible for establishing the time for the sound check call as soon as practicable following orchestra set-up. The musicians shall be paid for the orchestra set-up, and the sound check at the pro-rata rehearsal rate in accordance with the category established for the production.

APPENDIX C

DISPUTES, RESOLUTION OF (GRIEVANCE AND ARBITRATION)

All disputes involving a claim of violation of this Agreement (hereinafter the “grievance”), including a claim by any musician that they have been disciplined or discharged without just cause, shall be resolved in the following manner:

Step 1 – Such dispute or disagreement shall immediately be brought to the attention of the Company Manager and the Steward who shall forthwith report the matter to the Theatre and the TMA respectively. Upon receipt of this notice of a dispute or disagreement, the Theatre and the TMA shall discuss and attempt to resolve the matter. If the dispute or disagreement has not been satisfactorily resolved within forty-eight (48) hours after receipt of the notice of dispute/disagreement.

Step 2 – The aggrieved musician or group of musicians shall file a written grievance with the Theatre. Alternatively, the musician or group of musicians may file such grievance commencing with Step 3. The TMA or the Theatre shall also have the right to file a grievance on their own behalf commencing at Step 3.

Step 3 – If the grievance is unresolved at Step 2, or if the musician or group of musicians chooses to proceed directly to Step 3, the grievance may be filed by the musician or group of musicians through the TMA with the Theatre. The Theatre may file a grievance with the TMA to the attention of its Executive Director.

Step 4 – If the grievance remains unresolved ten (10) business days after the conclusion of Step 3, either party may give written notice to the other that it wishes to submit the grievance to arbitration. Either party, in its submission, may stipulate that the issue shall be dealt with by a three-person arbitration board, failing which a single Arbitrator shall act in the matter. If the parties are unable to agree upon the appointment of an Arbitrator within ten (10) days after the notice has been given, then a single Arbitrator shall be appointed at the request of either party. The arbitration shall be governed by the *Ontario Labour Relations Act*. The expenses of the Arbitrator shall be shared equally by both the TMA and the Theatre.

The arbitration award will be binding upon the parties to this Agreement and the individual musician(s) directly affected thereby. The decision of the majority is the decision of the Board of Arbitration. If there is no majority decision, the decision of the Chairman (or single Arbitrator) shall govern.

The time limits provided under the Grievance Procedures herein may be extended by mutual agreement of the parties.

The Board of Arbitration is not authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement.

APPENDIX D

Workplace Bullying and Harassment, Sexual Harassment, And Workplace Violence Policy

1. Principle

The Theatre is committed to providing a work environment in which all persons are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace including musicians, cast, crew, management, other contractors, supervisors, workers and members of the public.

2. Covered Persons

The Workplace Harassment, Sexual Harassment And Workplace Violence Policy is applicable to all Musicians, Performers, Crew, Management, Staff, Contractors, Supervisors, and Volunteers.

3. Purpose

3.1 These Policies and Procedures have been implemented to foster the safety and security of the persons covered by it, and to minimize and/or prevent harassment, violence, and unacceptable behaviour in the Workplace.

3.2 The Theatre encourages the good faith reporting under this Policy of any incidents that may violate this Policy. Early reporting of an incident may correct unacceptable behaviour, and

3.3 This Policy is not intended to interfere with your own good judgment, if you are at immediate risk, seek out a safe location and Call 911 immediately and contact the Theatre supervision as soon as you can.

4. Scope

4.1 This Policy is designed to protect everyone in the workplace.

4.2 This Policy is not intended to limit or constrain the reasonable exercise of supervisory functions. Workplace harassment does not include assignments or performance evaluations.

5. Definitions

5.1 Prohibited Conduct includes Sexual Harassment, Workplace Harassment, Workplace Violence and Domestic Violence.

5.2 Complaint is a written statement of an alleged breach of this Policy signed by the Complainant. It may be contained in the Complaint Form, attached to this Policy, or in some

other format. It is the document providing particulars of any alleged breach that will be processed under the Policy.

5.3 The Responsible Persons under this Policy are: _____

5.4 Sexual Harassment is any unsolicited conduct, comment or physical contact of a sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature, when:

- a) such conduct might reasonably be expected to cause offence or humiliation to another person or group of persons;
- b) the submission to such conduct is made implicitly or explicitly a condition of work;
- c) submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance;
- d) rejection of such conduct is accompanied by a reprisal, or an express implied threat of reprisal for refusal to comply;
- e) such conduct has the effect of interfering with a person's work or performance by creating a hostile or offensive environment.

Types of behaviour which constitute sexual harassment include, but are not limited to:

- a) unwelcome remarks, jokes, innuendos or taunts about a person's body, attire, gender or sexual orientation, told or carried out after the individual has been advised that their actions are offensive or embarrassing;
- b) insulting gestures of a sexual nature, or other behaviour which causes discomfort, awkwardness, or embarrassment;
- c) displaying pornographic material, pin-up pictures, or other sexually offensive materials in the specific environment in which the complainant is required to work;
- d) degrading remarks directed at members of one sex or sexual orientation; unnecessary and/or persistent unwelcome physical contact;
- e) leering, whistling, or other suggestive or insulting sounds;
- f) unwelcome and inappropriate inquiries about a person's sex life or sexual preference.

Sexual Harassment is an example of Workplace Harassment and is included when Workplace Harassment is used in this Policy.

5.5 Workplace means any place where business or work-related activities are conducted. It includes, but not limited to, rehearsal spaces, performances spaces, backstage, offices, green room, as well as production related social functions, travel, recording studios, etc.

5.6 Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a Workplace that is known or reasonably ought to be known to be unwelcome. It may be one or a series of incidents. It may be directed at specific individuals or at groups. It may be of a sexual nature. It includes conduct that:

- a) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- b) has the purpose or effect of interfering with an individual's work performance, thus adversely affecting an individual's employment/engagement relationship;
- c) requires submission to the conduct as either an explicit or implicit term or condition of employment/engagement or is used as a basis for making employment decisions; and denies an individual dignity and respect.

5.7 Workplace Violence means:

- a) the exercise of physical force by one individual against another in the Workplace that causes or could cause physical injury;
- b) an attempt to exercise such physical force; and
- c) a statement or behaviour that reasonably can be interpreted as a threat to exercise physical force.

6. Examples of Prohibited Conduct include:

- a) bullying;
- b) offensive or intimidating phone calls, messages, or emails;
- c) inappropriate sexual touching, advances, suggestions or requests;
- d) displaying or circulating offensive pictures, photographs or other materials in printed or electronic form intimidating words or conduct;
- e) discriminatory conduct which may or may not be connected to a ground also protected under the Human Rights Code, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability beyond artistic requirements;
- f) inappropriate and unwelcome "kidding" or teasing;
- g) physically or psychologically aggressive behaviour;
- h) verbal threats of attack or violence;
- i) sending or leaving threatening or obscene notes, emails or voicemails;
- j) wielding a weapon;
- k) hitting, kicking, punching, pushing, shoving, slapping, pinching, grabbing, biting, or unwanted touching;
- l) throwing objects at an individual intending to cause physical injury or fear;
- m) blocking normal movement or physical interference with a worker;
- n) destruction of the Theatre or co-worker property.

7. Domestic Violence

7.1 Private lives are not the Theatre's business. However, in some high stress personal situations, such as marriage breakdown, mental illness, the safety of our Workplace could be compromised by current or former domestic partners, former contractors/employees, personal friends or acquaintances.

7.2 If you believe your domestic situation could jeopardize your physical safety in the Workplace, or the safety of your co-workers, report your concerns to a Responsible Person under this Policy. The Theatre will treat your concern with as much confidentiality as possible in the circumstances and will implement protective measures.

8. Reporting Obligation

8.1 If a person believes that they are in immediate danger or feel threatened by imminent physical violence, they should think first about safety. They should get to a safe place, raise an alarm, call for help as necessary, and report later.

8.2 If, in good faith, a person believes that a co-worker, client, service provider, guest or other visitor in the workplace has engaged in Prohibited Conduct that person is required to bring it to the attention of a Responsible Person as soon as possible.

8.3 A person is required to report to a Responsible Person any incidents they witness and that they reasonably and in good faith believe are, or were, incidents of Workplace Violence or Workplace Harassment.

8.4 Persons are required to report, to a Responsible Person, facts that cause them concern that a domestic situation may expose them, a co-worker, or the workplace generally to Workplace Violence.

8.5 Notwithstanding Articles 8.1 through 8.4, and although it is preferred that reporting is completed under this policy through a Responsible Person, a person may always report using an alternative mechanism of their choosing including but not limited to the Police, the TMA, the Ontario Human Rights Tribunal.

9. Filing complaint

9.1 The Theatre seeks to ensure effective reporting of incidents of inappropriate conduct that may violate this Policy. Accordingly, a person may begin a complaint by reporting their concerns to someone who they feel comfortable with. If a person other than the individuals listed in 5.3 receives a report, they shall refer that report to the Responsible Person.

9.2 No anonymous complaints can be filed.

9.3 The Procedure for processing a complaint is attached to this Policy. Also attached is a Complaint Form.

10. Potential Consequences And Remedies For Violations

10.1 Breaches of this Policy shall be commensurate with the severity of the breach up to and including termination.

10.2 Consequences for violations can include:

- a) Specific training, education or counseling, such as sensitivity training, harassment training, or anger management.
- b) A supervised meeting/mediation between the complainant and the person complained against, with the complainant's agreement.
- c) An oral or written apology
- d) Transfer to other duties
- e) Written warning or suspension from employment/engagement
- f) Reassessment and improvement of security measures in the Workplace
- g) Contacting the police

10.3 The Responsible Person who received the complaint will report to the Joint Health and Safety Committee ("JHSC") about any complaints of violence or potential violence received under this Policy as required by the Occupational Health and Safety Act. Such reports will not include the names of the complainant, or the person complained against, unless such disclosure is necessary to report meaningfully to the JHSC, in which case the identifying information will be disclosed on a confidential basis.

11. Confidentiality

11.1 The Theatre understands that it is difficult to come forward with a complaint, particularly where the complaint may involve something as personal as sexual harassment or domestic violence or involve a co-worker. However, it is imperative that safety, both physical and psychological, be maintained in the workplace.

11.2 To the extent practicable, confidentiality will be maintained throughout the processing of any verbal or written complaint received under this policy, keeping in mind the safety of the workplace.

11.3 Where there is a legitimate concern about Workplace Violence by a third party, such a contractor, former employee, or estranged domestic partner, the name and identifying features of the third party will be communicated to on a "need to know" basis in order to protect persons in the Workplace.

11.4 The Theatre will keep confidential its records of complaints, meetings, interviews, results and reports, except where disclosure is required for disciplinary or other remedies, or is required by law.

11.5 Anyone accessing the complaints procedure under this policy may want to keep personal notes. Such notes should be treated confidentially.

12. Protection from Reprisal

12.1 The Theatre is committed to ensuring that anyone who brings a complaint forward in good faith under this Policy will not be subject to reprisal. Any reprisal action will be viewed as conduct violating this Policy and should be reported immediately. Consequences will be imposed on any party guilty of reprisal against anyone who is acting or has acted in compliance with this Policy.

12.2 This protection from reprisal covers, but is not limited to:

- a) Complainants
- b) Witnesses
- c) Persons first hearing the complaint and conveying it to a Responsible Person
- d) Representatives of complainants and witnesses
- e) Investigators appointed under this Policy; and
- f) Decision-makers under this policy.

13. Commitment to Training

13.1 The Theatre ensures that all covered persons are trained with respect to their obligations under this Policy and will provide everyone with a copy.

13.2 This Policy will be reviewed after any serious incident or annually, whichever is earlier. Any amendments to this Policy will be circulated to all covered persons.

14. Procedure And Complaint Form

Attached and forming part of this Policy is a Complaint Procedure and a Complaint Form.

COMPLAINT PROCEDURES

1. The offended party shall make known to the harasser, either directly or indirectly, that they have been subjected to unwelcome behaviour.
2. If the behaviour continues, the complainant shall report the offending behaviour to the Responsible Person. Alternatively, the complainant shall report the matter to the TMA who shall thereupon inform the Theatre.
3. If the complaint is not resolved with the Theatre and the TMA, the complainant shall complete the Harassment Complaint Form which shall provide the following information: name of respondent; details of the offending behaviour including date, time, number of occurrences, witnesses. A copy of the form shall be given to each the Theatre and the TMA.
4. The Theatre shall provide a copy of the complaint to the respondent, request a prompt response to the allegations and, if possible, bring the parties together to attempt to resolve the issue. Any TMA member who is party to the complaint shall be entitled to a union representative in attendance at any meetings.
5. In the event of failure to resolve the complaint, the Theatre has the duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible. The Theatre, at its own cost, may appoint a neutral third party to conduct this investigation.
6. If the complaint is substantiated, the Theatre may discipline the Musician, up to and including termination of the Musician's contract. A complaint under the provisions of this Appendix D shall in no way prejudice the complainant's engagement, except in the event that if the investigation reveals that the complaint was frivolous, vexatious or made in bad faith, a similar sanction may be brought against the complainant.
7. In the event that the Theatre and the TMA are in dispute with respect to any matter arising from the application of this Appendix D, either party may refer the dispute to the Dispute Resolution procedures of Appendix C.

COMPLAINT FORM

Name:

Contact information:

Please check all that apply:

Workplace Harassment

Sexual Harassment

Workplace Violence

Date/s of incident/s:

Who is the complaint against?

Please outline the details of your complaint. Attach additional sheets as required:

Who, if any, witnessed the incident(s):

Please provide details, if any, on actions you have taken to resolve this matter. Attach additional sheets as required:

What is the outcome that you are looking for?

Signature of Complainant:

Date:

Please note that **this document and any attachments** that you provide in the course of filing a complaint is held in strict confidence. The complaint form and any attachments will be disclosed to the respondent named in the complaint and if applicable to the investigator, adjudicators and mediators appointed to assist with the resolution of this complaint, as outlined in the Harassment Policy procedures. **Your signature confirms that you have been made aware of the foregoing and give permission for the above use of this information.**

APPENDIX E

Copying / Music Preparation Rates and Rules – Effective September 1, 2025

The rates set forth below include bar numbering, clefs, key signatures, time signatures, etc.

1. Page Rates

- a) One staff, one note on a line: e.g., reeds, brass, single-line strings, single voice line with lyrics, etc.: \$20.00
- b) Double staff parts or more than one line on a single staff: e.g., piano, harp, synthesizer, group vocals, drums, guitar, multiple line strings, lead sheets: \$38.50
- c) Piano-vocal (Piano part with vocal lines on top): \$81.50
- d) Conductor, piano conductor (piano part with vocals and orchestral reduction "conductor" line): \$52.00

2. Hourly Rates

- a) Library Rate (including rehearsals, proofreading, collating, binding parts and scores, pencil-marking fixed, attendance at rehearsals and performances, and all work other than copying and/or editing): \$45.00
- b) Copying-Editing, bowing and transposing: \$68.00

- 3. Overtime at the rate of one hundred fifty percent (150%) of the applicable rate shall be paid for work in excess either of eight (8) hours in one day or forty (40) hours at straight time in a work week (Monday through Sunday). Overtime at the rate of two hundred percent (200%) of the applicable rate shall be paid for work performed after midnight and before 8:00 a.m. and for work performed on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and on New Year's Eve after 6:00p.m. Written consent of the Engager/Producer or their designee must be obtained before overtime may be worked. There shall be no pyramiding of overtime.
- 4. Overtime rates shall continue until dismissal and shall resume upon return call unless at least nine (9) hours have elapsed.
- 5. The rate for "special routine work", where two (2) or more scores or orchestral parts are used or referred to shall be paid at one hundred fifty percent (150%) of the prevailing rate.
- 6. Copyist shall be guaranteed a minimum call of three (3) hours at the Library Hourly Rate. No less than the Library Hourly rate shall be paid for travel time when a copyist is requested to travel from one place of business to another to receive or deliver work, or is requested to attend orchestra performances, rehearsals, etc.
- 7. The copyist shall be credited in the program whenever production staff is listed.

Rules For Copying

1. Rates for copying or extracting do not include any proofreading services.
2. Proofreading parts against the score shall be charged at the Hourly Library Rate.
3. Parts copied at Page Rates shall be computed by pages and half pages except that the first page shall be paid at the one-half page rate (1/2) unless the page extends beyond five (5) lines, in which case the full-page rate shall be paid.
4. An average of four (4) measures per stave shall prevail.
5. Recopying of a full orchestra score, making a full score from individual instrumental parts or creating instrumental parts from a sketch score shall be charged for at the Copying Hourly Rate.
6. Translating data of a digitally constructed score or sequencer file into midi tracks or notation files or parts, quantization of a sequencer file or midi tracks (i.e. correcting data translation errors), shall be paid for at the Copying Hourly Rate.
7. Transferring files via modem, null-modem, or ISDN (or similar method), translation of files from one computer format or platform to another, copying and/or compressing files for transfer to removable media shall be charged at the Hourly Library Rate.
8. All paper, necessary working materials, and printing of duplicate parts shall be supplied by the Theatre or furnished by the Supervisor at cost. The Theatre shall be responsible for direct costs incurred by the copyist, including but not limited to courier service (pickup and delivery), postage and shipping and any incident costs as may be agreed. Payment for the use of the copyist's facilities shall be negotiable.

Other Uses

1. If orchestral parts of a Commercial or Broadway style production or any part thereof that were prepared by Copyists covered by this Schedule are used by the Theatre and/or Composer or with their authorization in a category other than live theatrical performance, i.e., a "New Use" (e.g. cast album, live/tape television, radio/television commercial announcement, pay/cable TV, video cassette, video disk, etc.), the Copyists who prepared the parts shall be paid the minimum, applicable Toronto Musicians' Association, Local 149 or AFM scale (including any applicable supervision fee.) The New Use payment for an original cast album shall cover any music copying work required by the Theatre at the recording session(s). Any additional work required that is performed prior to the sessions(s) shall be paid for under the terms of the Sound Recording Labor Agreement.
2. For not-for-profit productions where the music was prepared pursuant to an AFM agreement the Theatre shall pay the difference between the amount paid and the appropriate minimum

TMA, Commercial or Broadway style production rates for material actually used in the Commercial production.

3. Orchestral parts made for a use other than a Commercial or Broadway style production may be used in a Commercial or Broadway style production with appropriate compensation to the original copyist.
4. The Theatre shall immediately notify TMA of any New Use.

Musicians Pension Fund of Canada: All rates are subject to pension contributions as per Article 6.

APPENDIX F

SUMMER THEATRE

1. CATEGORIES

Productions in Summer Theatre venues in the jurisdiction of TMA shall be classified to the Category set out in this Agreement under Established Categories. The Theatre shall file a Appendix House Category Questionnaire

2. SECURITY DEPOSIT

The Theatre shall post a security deposit prior to the beginning of the summer season in accordance with the provisions of Article 8 of this Agreement.

3. ACCOMMODATION ASSISTANCE

The Theatre shall extend to musicians engaged for a summer theatre production the same assistance in locating local accommodation as is provided to actors and stage management under the provisions of the [Canadian Theatre Agreement with Canadian Actors' Equity Association](#).

4. COMMUTING.

Musicians who are required to commute to an engagement outside a radius of sixty-four (64) kilometers measured from Toronto City Hall, shall be reimbursed for actual return mileage incurred at a rate of seventy-two cents (\$0.72) per kilometer.

APPENDIX G
LETTER OF ADHERENCE

To Toronto Musicians' Association, (TMA), Local 149 AFM:

(Theatre/Producer) hereby acknowledges receipt of the Toronto Musicians' Association General Theatre Agreement dated September 1, 2025, and hereby agrees that the term "Theatre/Producer" shall mean the undersigned, and agrees to abide by and conform to all the terms and conditions contained in the Agreement for the production and presentation of:

(name of the production)

from:

to:

and for any extension or transfer of the production within the jurisdiction of the TMA or on tour.

AGREED:

For the THEATRE/PRODUCER

Signature:

For the TMA:

Signature:

Name and Title of Authorized Officer

Dusty Kelly, Executive Director

Name and Title of Authorized Officer

Date:

Date:

Address:

Address:
2 Sousa Mendes Street
Toronto, Ontario
M6P 0A8

Phone:

Phone:
416-421-1020

Phone:

Email:
dusty@tma149.ca

APPENDIX H SECURITY AGREEMENT

The Theatre / Producer does hereby deposit with the Toronto Musicians' Association the sum of:
(for Cash Bond) or does confirm and guarantee that arrangement for security has been
made with: *(name of Bank or Financial Institution)*
for the sum of: *(Letter of Credit)* being security for the production of:

(Name of Production)

The purpose of this surety is to meet the requirements for the financial protection of the members of the **Toronto Musicians' Association** who are engaged as musicians for this production. The total surety on deposit shall be sufficient to meet the TMA's requirements at all times. The Theatre/Producer hereby warrants that should the total deposit not be sufficient to cover the musicians' fees and **Musicians' Pension Fund of Canada** contributions as required by the **Toronto Musicians' Association General Theatre Agreement**, the Theatre/Producer will arrange for further security to be deposited with the TMA immediately upon request.

The Theatre/Producer hereby acknowledges that should there be a failure on the part of the Theatre/Producer to make payment to the musicians and/or the **Musicians' Pension Fund of Canada** contributions in any manner as required by the Agreement, as and when due to or on behalf of the contracted musicians, the TMA may forthwith claim against the surety to the total amount due.

Upon request and satisfactory proof furnished by the Theatre/Producer that all payments have been made in accordance with the terms of the engagement contract, the TMA will return the bond or release any security held as a letter of credit.

Should the interest and/or relationship of the initial Theatre/Producer change either in whole or in part, and the production continues through any arrangement made by the original Producer, this agreement shall continue in full force and effect, until a replacement deposit and security agreement suitable to the TMA has been put in place.

APPENDIX I
LETTER OF CREDIT WORDING

Toronto Musicians'
Association
2 Sousa Mendes,
Toronto, ON M6P 0A8

Date:

Attn. Dusty Kelly, Executive Director

Dear Ms. Kelly,

At the request of our _____ Branch, and on behalf of
and for the account of we hereby establish in your favour our irrevocable Letter of Credit No.
____ for a sum not exceeding:

CND \$ _____

(_____) amount written.

Payment under this credit will be available to you against your signed and endorsed sight draft
drawn on (_____) making reference to the number and date of this credit.
name of bank and address. Partial drawings are permitted.

We hereby agree that we shall honour your demand for payment without enquiring whether you
have a right as between yourselves and our said customer and without recognizing any claim of
our said customer.

This credit becomes effective on _____ and will expire at such time as Toronto Musicians'
Associations may release its interest, but in any event all obligations of the Bank under the credit
will cease as at the close of business on _____.

FOR:

Financial Institution

Authorized Signature

Title

APPENDIX J

GENERAL THEATRE AGREEMENT HOUSE CATEGORY QUESTIONNAIRE

Theatre / Producer:

Address:

Representative:

Title:

Telephone:

E-mail:

Theatre:

Number of Seats:

Production Title:

Full potential weekly box office gross: calculated by the number of seats, multiplied by the cost of full price tickets, multiplied by the number of performances per week, (maximum of eight (8) performances), less applicable taxes (HST), which are included as part of the ticket price. In the event that the number of performances per week or the cost of tickets vary, the category calculation shall be based on the week with the maximum potential gross.

<i>Performance #1</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #2</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #3</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #4</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #5</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #6</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #7</i>	<i>seats x \$</i>	<i>= \$</i>
<i>Performance #8</i>	<i>seats x \$</i>	<i>= \$</i>

Total Potential Gross

\$

Category AAA	<i>Potential Gross over \$1,073,173 per week</i>
Category AA	<i>Potential Gross over \$729,758 per week</i>
Category A	<i>Potential Gross over \$250,000 per week</i>
Category B	<i>Potential Gross over \$152,389 per week</i>
Category C	<i>Potential Gross over \$69,755 per week</i>
Category D	<i>Potential Gross up to \$69,755 per week</i>