

2009-2010 SUBWAY MUSICIANS' APPLICATION FOR AUDITION PACKAGE

APPLICATION PERIOD: Friday, May 22, to Friday June 26, 2009

DEADLINE: First 175 Applications, starting May 22, 2009 or, June 26, 2009 – (*whichever comes first*). Applications will not be accepted before May 22, 2009.

1. **Please Read Carefully, Complete and Sign All Forms. Incomplete forms will be returned.**

2. **The TTC reserves the right to reject any application it deems unsuitable or inappropriate. Musicians will be notified by telephone or mail if application is rejected.**

(A) TTC Application Form Includes Rules and Regulation Form (**These forms must be signed by each musician including both musicians in the Duo Application**).

(B) Please indicate if you are applying as a Single Act or a Duo Act. You can audition in one Act category only. Please check (✓) only one selection below:

Single Application

Duo Application

(C) Please retain for your information the last 2 pages of this package - Sample Judges Score Sheet and Sample Subway Musician Licence Agreement

3. **Please return Signed Package:**

Toronto Transit Commission
C/O Marketing and Customer Service Department
Subway Musicians' Auditions
1900 Yonge Street
Toronto, ON M4S 1Z2

For Office Use Only

The personal information on this form is collected under the authority of the *City of Toronto Act*, 2006, S.O. 2006, c.11, Schedule A, including but not limited to Part XVII, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. This information is used for communication/contact purposes. Questions about this collection can be directed to Marketing and Customer Service Department, 1900 Yonge Street, Toronto, Ontario, M4S 1Z2, or by calling 416-393-3902.

NOTE: Information Package and Documents may be updated periodically. Please refer to the web site (www.ttc.ca) for the most current updates.
Package Updated: January, 2009

TTC Subway Musicians' Auditions 2009 – 2010
Single Performance Application

Name: _____

Address: _____ Apartment #: _____

City: _____ Province: _____

Postal Code: _____

Phone Number (Home): _____ (Business): _____

Date of Birth: (Day) _____ (Month) _____ (Year) _____

Instrument for audition: _____

Additional instruments played (if any): _____

Musical background (training and/or playing experience):

General musical repertoire (jazz, classical, folk, country, etc.):

Reference (personal or business):

Name: _____ Phone: _____

Name: _____ Phone: _____

Applicant Signature: _____ **Date:** _____

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NO. of INF. _____ Audition Date _____

Performer's Number _____ Audition Time _____

Average Score _____ Amplifier _____

TTC Subway Musicians' Auditions 2009 – 2010
Duo Performance Application

Musician #1 Name: _____

Address: _____ Apartment #: _____

City: _____ Province: _____

Postal Code: _____

Phone Number (Home): _____ (Business): _____

Date of Birth: (Day) _____ (Month) _____ (Year) _____

Instrument for audition: _____

Additional instruments played (if any): _____

Musical background (training and/or playing experience): _____

General musical repertoire (jazz, classical, folk, country, etc.): _____

Reference (personal or business):

Name: _____ Phone: _____

Name: _____ Phone: _____

Applicant Signature: _____ **Date:** _____

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NO. of INF. _____ Audition Date _____

Performer's Number _____ Audition Time _____

Average Score _____ Amplifier _____

TTC Subway Musicians' Auditions 2009 – 2010
Duo Performance Application

Musician #2 Name: _____

Address: _____ Apartment #: _____

City: _____ Province: _____

Postal Code: _____

Phone Number (Home): _____ (Business): _____

Date of Birth: (Day) _____ (Month) _____ (Year) _____

Instrument for audition: _____

Additional instruments played (if any): _____

Musical background (training and/or playing experience): _____

General musical repertoire (jazz, classical, folk, country, etc.): _____

Reference (personal or business):

Name: _____ Phone: _____

Name: _____ Phone: _____

Applicant Signature: _____ **Date:** _____

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FOR OFFICE USE ONLY

NO. of INF. _____ Audition Date _____

Performer's Number _____ Audition Time _____

Average Score _____ Amplifier _____

**TTC RULES AND REGULATIONS
REGARDING SUBWAY MUSICIAN AUDITIONS
AND SELECTION PROCESS 2009-2010**

The Toronto Transit Commission wishes to acknowledge and thank you for your interest in auditioning as a Subway Musician.

The auditions will be held at the Canadian National Exhibition from August 21 to 23, 2009, just outside the West End of the Food Building.

You will be advised of your audition date and time, during the week of August 10, 2009, by mail.

NOTE: Receipt of both completed and signed Application Form and TTC Rules and Regulations Regarding Subway Musicians Auditions and Selection Process Form must be received during the application process and before the application due date.

Unfortunately, due to the tremendous response generated by the Subway Musicians' Programme, we are obliged to limit the number of applicants considered to the first 175 applications received.

The following are the **rules and regulations** which have been established by the Commission both for TTC customer comfort and musician welfare, as well as for the continued success of the entire Subway Musician Programme:

- (A) Applicants should be 18 years of age or over and will be required to pass the performance requirements of the Audition Committee, which will include **musical talent, entertainment value, and stage presence (sample Judges Score Sheet attached)**. Musicians must perform a medley of a minimum of three (3) songs. Total time to perform medley is seven (7) minutes. The top 74 scoring acts will be Licenced to play in the TTC subway system.
- (B) Musicians selected will be required to pay a **Licence Fee of \$150 per musician** for the period of October 8, 2009 to October 7, 2010, and sign the TTC Subway Musician Licence Agreement (**sample attached**). Fees cover TTC expenses (auditions, administrative expenses, etc.). **The successful musician(s) must attend an information session and the Musician Licencing Agreement must be picked up within 5 working days as of October 7, 2009.**
- (C) **TTC reserves the right to reject applications of persons who have violated TTC By-Law #1.**

If however an audition is granted, any and all charges under TTC By-Law #1 will be counted as infractions and 5 points per charge will be deducted from the final score as awarded by the judges at the 2009 Auditions.

TTC RULES AND REGULATIONS CONTINUED:

(D) In general terms, hand-held instruments will be most acceptable. **TTC reserves the right to limit or restrict the use of specific instruments and musicians will be advised prior to auditions of acceptability. Trumpets and certain electric guitar/bass and drums are instruments not suitable to the subway environment and applications will not be accepted.**

(E) Musicians shall not use or permit the use of, any percussion instruments, background music or accompaniment playing from a tape recorder, compact disc player, MP3 player or keyboard or any electrical equipment including but not limited to, microphones, reverberation units, delay loops and effects pedals, stomp or multi-effects boxes, strobe lights and spot lights.

Portable battery-operated amplifiers will be allowed, with the written consent of the Commission if deemed appropriate. **If you are considering the use of an amplifier, please (✓) check below:**

YES – I intend to use a battery-operated amplifier, during the audition and if I am a successful Licenced musician.

(F) In the event that a Licenced musician or Licenced duo wishes to withdraw from the programme, the next highest scoring alternate who took part in the auditions may be allowed to replace that musician or duo for the remainder of the programme year.

NOTE: A violation of any of the above rules and regulations could seriously jeopardize a musician's audition and licence privileges.

As part of my agreement, I also give the Toronto Transit Commission permission to use any photographs which may be taken and also grant permission for the Event to be televised or filmed.

I/We hereby for myself, my heirs, executors, administrators and assigns do hereby remise, release and forever discharge the Toronto Transit Commission, its employees, officers, commissioners, agents, successors and assigns ("the indemnitees"), from all manner of action, causes of action, claims or demands against "the indemnitees", I ever had, now have, or can, shall or may hereafter have, for or by reason of any loss, damage or injury sustained by me, or from any medical therapy treatment advised or performed, or in respect of the loss of any equipment used by me, whether caused by the negligence of "the indemnitees" or otherwise.

I have read, understand, and agree to comply with the above rules and regulations set out by the Toronto Transit Commission, during the audition process. Furthermore, I understand and agree that should I be selected as a TTC Subway Musician, I will concur with all Rules and Regulations as set out in the attached TTC

TTC RULES AND REGULATIONS CONTINUED:

Subway Musicians Licence Agreement, while on Commission premises. Any violation of the said Rules and Regulations, the Commission may forthwith terminate the licence.

_____/_____
Signature of Applicant #1 Signature of Applicant #2

_____/_____
Date Date

Attachment – SAMPLE TTC Subway Musicians Licence Agreement
- SAMPLE Judges Score Sheet

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Updated: January, 2009

SUBWAY MUSICIAN JUDGE'S SCORING SHEET

When judging, please keep in mind the following:

- Musician's are chosen based solely on the judges' scores
- Would this musician be a good 'ambassador' for the TTC, i.e. approachable, good attitude
- How would you react as a TTC customer to this musician's performance?

POOR	AVERAGE	GOOD	VERY GOOD	EXCELLENT
0	50	70	80	90

PERFORMER(S) NUMBER: _____

1. Stage Presence

- Appearance (neat, tidy)
- Musician's attitude - positive? Negative?
- Do they appear comfortable in front of an audience?

_____ /100

2. Entertainment Value

- Any "uniqueness" to this act?
- What is audience reaction to performance – good? Indifferent?

_____ /100

3. Musical Quality

- Does this musician have any talent?
- Is instrument/musical style conducive to subway environment?

_____ /100

Judge's Name (please print) _____

Comments _____

For Office use only
TOTAL SCORE _____
 on 300 points

For office use only:

Judge's Score _____ minus incident reports on file (x5) _____ Final Score _____

TTC Subway Musicians Licence Agreement

LICENCE NO. _____

ISSUED ON THE _____ DAY OF _____, 20 _____

LICENSEE _____

IN CONSIDERATION of the payment of a licence fee payable by the Licensee to the Toronto Transit Commission in the sum of one hundred and fifty dollars (\$150.00) and the undertakings as set out in the following covenants, the TORONTO TRANSIT COMMISSION, ("Commission") hereby grants to the Licensee a non-exclusive licence to occupy designated areas in the Commission's Subway Stations on a rotating basis in accordance with the schedule hereto annexed for the purpose of providing musical entertainment for the period October 8, 20____ to October 7, 20____ ("Term") during subway operating hours.

The Licensee covenants and agrees with the Commission as follows:

1. The Licensee shall not accost, petition, importune, actively solicit or interfere in any way with the Commission's passengers.
2. The Licensee shall indemnify the Commission and its officers and employees from all claims cost and liabilities which may arise as a result of the granting of this licence.
3. The Licensee shall be subject to and shall comply strictly with all orders, rules and regulations of the Commission, Toronto Transit Commission By-Law #1, the schedule entitled TTC Subway Musicians Performance Stations and Locations, attached hereto as Schedule "A", and the Subway Musician I.D. Licence at all times, while on Commission premises, and the Licensee shall be neatly clad and orderly, and polite in his/her conduct and speech. The Licensee shall further not cause or permit an accumulation of rubbish, waste paper or other combustible substances within the designated area.
4. At all times while performing, the Licensee shall wear plainly visible, the Subway Musician I.D. Licence, which will be supplied by the Commission. Upon the termination or expiration of this agreement, the Licensee shall immediately return the I.D. Licence to the Commission.
5. The Licensee shall not assign or transfer the licence granted under this agreement.
6. The Commission shall not be liable for any loss or damage sustained by the Licensee resulting directly or indirectly from the subway being closed for any reason at any time nor from any interruption in Schedule "A", and shall not be liable for the loss or injury to any property, goods or effects of the Licensee due to any cause whatsoever.
7. The Licensee shall not use or permit the use of, any percussion instruments, background music or accompaniment playing from a tape recorder, compact disc player, MP3 player or keyboard or any electrical equipment including but not limited to, microphones, reverberation units, delay loops, effects pedals, stomp or multi-effects boxes, strobe lights and spot lights. Absolutely no tolerance of amplifiers will be allowed except in the case of selected portable battery operated amplifiers **approved in writing by the Commission**.
8. The Licensee shall perform in the subway no less than fifty (50) days during the Term.
9. The Licensee shall perform only in designated areas.
10. The Licensee acknowledges that Marketing and Customer Service of the Commission may periodically have activities take place in the Subway System during the Term and the Licensee may be required to cease performing or vacate the designated area during these times.
11. The Licensee shall allow his/her name and phone number to be given out to accredited media (newspaper, TV, radio) personnel for the purpose of promoting the TTC Subway Musicians Programme or for the promotion of the Commission.
12. The Licensee acknowledges and agrees that certain musical instruments may cause excessive sound and that the Commission, in its sole discretion, reserves the right to limit or mute the use of such instruments.
13. The Commission may immediately terminate this agreement and, at the cost of the Licensee, remove the Licensee and the Licensee's property from the Commission's premises and the Commission, its Commissioners, officers, employees or agents shall not be liable for any damage or otherwise by such termination or removal, should the Licensee,
 - a) fail or refuse to comply with an order or a request of the Commission;
 - b) permit any conduct or act which, in the opinion of the Commission, is improper or renders it inadvisable that the Licensee should be allowed to continue to carry on under this agreement; or
 - c) fail to comply with the terms and conditions of this agreement.
14. Either party may, at any time, terminate this agreement upon giving ten (10) days written notice to the other party.
15. Upon termination or expiration of this agreement, should the Licensee continue to operate as a musician under the TTC Subway Musicians Programme on Commission property without proper authorization, he/she may be subject to prosecution under the *Trespass to Property Act*.
16. In the event of a violation by the Licensee of any order, rule or regulation of the Commission, the Toronto Transit Commission By-Law #1, this agreement, or the Subway Musician I.D. Licence, the Commission, in its sole discretion, in addition to terminating this agreement, may, in subsequent years, refuse to accept from the Licensee an application to participate in the TTC Subway Musicians Programme or refuse an audition to the Licensee and this refusal may continue for as long a period as the Commission deems appropriate, and this refusal may extend indefinitely.
17. Notwithstanding any other provision of this agreement, the rights hereby granted shall at all times be subject to the paramount right of the Commission, in its absolute discretion, to operate the Subway System according to the requirements and exigencies of the public interest. Should the Commission reasonably determine that the rights hereby granted are being anywhere exercised in such a manner as to be offensive or a source of danger to the public or a detriment to the Commission's operations, the Commission shall notify the Licensee in writing of its objection to the manner in which the rights of the Licensee are being exercised, and if after twenty-four (24) hours from such notice, the Commission is of the opinion, in its absolute discretion, that the manner in which the rights are being exercised are still unacceptable, the Commission may forthwith terminate this agreement without any further notice and the Licensee shall not be entitled to any compensation in respect of such termination.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

TORONTO TRANSIT COMMISSION

Per: _____

Witness

Licensee

Witness

Licensee

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