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# American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

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## INTERNET STREAMING PROMOTION AGREEMENT

This Agreement will memorialize the understanding between \_\_\_\_\_ (Single Engagement Signatory) ("Signatory"), and the American Federation of Musicians ("AFM"), for the audio recording or audiovisual taping of up to 30 minutes in total of the performance of \_\_\_\_\_ on (date) \_\_\_\_\_ at (venue) \_\_\_\_\_ for promotional purposes. The signatory may use up to 3 minutes which may be posted on social media platforms (Facebook, YouTube, etc.) for the sole purpose of promoting live union engagements by the same signatory. This agreement is not available to symphony, opera, ballet or chamber orchestras with collective bargaining agreements or to producers of theatrical shows. As a condition of this agreement the signatory certifies that the musicians engaged for the performance are receiving the appropriate live performance rate required by the local's Single Engagement Contract and that it has entered into the agreement with the relevant local governing the live performance.

The parties hereby agree as follows:

1. Wages – Signatory shall pay to each Musician including instrumentalists, copyists, orchestrators, arrangers and librarians an additional amount of 10% of the performance wages required by the local Single Engagement Contract covering the live event. (Wages for arrangers and orchestrators shall be calculated at leader scale; copyist and librarian wages shall be calculated at side musician scale.) Payments shall be considered scale wages and the Signatory shall make 12% pension contributions on them to the American Federation of Musicians and Employer's Pension Fund, or if the project takes place in Canada, to the Musicians' Pension Fund of Canada (MPF).
2. Availability – The promo may be made available on social media platforms including Facebook and YouTube for up to a two year period from the date the promo is first made available on the Internet. If the length of the product made available on the Internet exceeds three (3) minutes and/or the use exceeds two years, the Signatory shall enter into the Internet Streaming Agreement of the AFM or the then applicable AFM Agreement and shall abide by the terms and conditions of that agreement including but not limited to wage payments, residuals, royalties and benefits.
3. Payments – Payments to Musicians, payments to the American Federation of Musicians and Employers' Pension Fund shall be reported on a properly completed AFM B-7 Report Form(s) with the payments and completed form(s) filed with the AFM local having jurisdiction over the performance. The applicable B-form and payments are due within fifteen (15) days of the live event.

4. Any Other Use – In the event any portion of the music covered by this Side Letter Agreement is utilized for any other purpose not explicitly set forth herein, including but not limited to conventions, trade shows, sound recordings, commercial announcements, theatrical or television programs, videotape/live television, pay cable, basic cable, and/or any other Internet use, etc., the signatory shall sign upon presentation the applicable agreement(s) of the AFM and shall make all appropriate payments including but not limited to wages, residuals, royalties and benefits.
5. The parties agree that any dispute, claim, or controversy arising from or relating to the interpretation or application of any provision this agreement that cannot be resolved by and between the parties shall be submitted to final and binding arbitration by the International Executive Board of the American Federation of Musicians in accordance with its most recent Rules of Practice and Procedure.

DATE: \_\_\_\_\_

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
AMERICAN FEDERATION OF  
MUSICIANS

DATE: \_\_\_\_\_

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
(Signatory Employer)

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Address

CC: Local \_\_\_\_\_