

## LIMITED RELEASE DVD AGREEMENT

AMERICAN FEDERATION OF MUSICIANS  
of the United States and Canada  
1501 Broadway, Ste. 600  
New York, NY 10036

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

We the undersigned have requested permission to employ the services of musicians in the production of a DVD Recording of their live casual performance of the (Project Title):

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under the terms and conditions, established by the American Federation of Musicians as follows:

1. Wage Scales: \*\$25.00 per hour with a two (2) hour minimum call
2. Overtime: To be pro-rated in one-half (1/2) hour Increments
3. Leader or Single Musician: 50% extra
4. Contractor – when 12 or more side musicians are employed: 50% extra
5. Doubling: 10% extra for first double; 5% extra for each additional double
6. Pension Contribution: 11% of scale wages
7. Pay-Off Requirements: Each and every payment made pursuant to this Agreement will be made through the jurisdictional Local within fifteen (15) days following the taped performance.

It is further understood that this DVD will be limited in its production to one hundred and fifty (150)\* copies and that it will not be sold or distributed through retail commercial outlets. It is also agreed that the Producer shall at all times, without limitation to the duration of this Agreement, keep full and accurate records in convenient form and pursuant to approved and recognized accounting practices of all sales and/or distribution of the DVD made under this agreement, and shall report the unit sales and/or distribution of this DVD to the Local semiannually.

The Local shall have the right to audit the distribution and/or compliance with the terms of this Agreement during reasonable business hours and upon at least five days written request.

Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Producer, an amount equal to 11% of the scale wages earned by said musicians under this agreement. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

Should the DVD made under this agreement exceed one hundred and fifty (150)\* copies or in the event that the recording made under this agreement is ever used for any purpose not explicitly set forth herein, including but not limited to conventions, phonograph recordings, commercial announcements, motion pictures, TV film, videotape/live television, background music, internet usage, or for any type of sound or visual program, the producer shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of Musicians pertaining to such use, including but not limited to payment of all applicable wages, residuals, royalties and benefits.

Pursuant to the provisions of Federal law, in those states where permitted, the Producer agrees to deduct the applicable work dues, based on scale wages, from the wages of each musician rendering services pursuant to this Agreement and to remit such work dues to the Local Union, where the services were rendered, within 15 days after such deductions are made.

It shall be a condition of employment that all employees of the Producer covered by this Agreement who are members of the Federation in good standing on the execution date of this Union Security agreement shall remain members in good standing and those who are not members on the execution date of this Union Security agreement shall, on the thirtieth day following said execution date, become and remain members in good standing of the Federation. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after said execution date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Federation. To the extent permitted by applicable law, only the services of members in good standing of the Federation shall be used for the performance of any bargaining unit work in Canada.

A completed B-8 Report Form along with the signed agreement shall be filed by the Producer or its designee with the American Federation of Musicians and shall accompany each payment required under this Agreement for each taped performance.

Finally, it is understood that this Agreement is entered into on a non-precedent setting basis and shall apply only to the performance which is the subject of this Agreement.

Very truly yours,

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

Date: \_\_\_\_\_

Accepted and Agreed to:  
American Federation of Musicians  
Of the United States and Canada

By: \_\_\_\_\_

\*More than 150 copies, consult with Federation

## **17. Limited Release DVD Agreement**

This agreement is most commonly used for small local church pageants, usually around Christmas time and Easter. The most important point of this agreement is that it can never be used for studio production. The agreement is very clear that this must be part of an already existing contracted live performance and that this is additional compensation for the additional product produced from that performance.