



American Federation of Musicians Of the United States and Canada

AFL-CIO/CLC Affiliated

RAYMOND M. HAIR, JR.
OFFICE OF THE PRESIDENT
3220 Winona Avenue
Burbank, CA 91504

<<DATE>>

RE: Live Concert AVOD/SVOD Internet Streaming Agreement

(Non-Symphonic, Non-Theatrical)

(For Live Concerts in the United States Only)

This is to confirm the agreement between the American Federation of Musicians (“AFM”) and <<PRODUCER>> (“Producer”) for the Internet streaming of audio/video performances of the <<EVENT/ARTIST>> (“Performances”) taking place at <<VENUE>> in <<CITY, STATE>> on <<DATE>>. The Performances will be recorded live and will be cut into individual songs for SVOD (Subscription Video On Demand), i.e. Apple Music, and/or AVOD (Ad-supported Video On Demand) i.e. VEVO. The Performances will not be for sale as physical product or downloads.

The specific terms and conditions for this project are as follows:

- A. Each Side Musician shall receive \$421.56 per fifteen minutes of audio, in addition to a \$113.16 image fee per filmed song. For a single song, not to exceed seven and a half minutes, the audio rate shall be \$278.24 in addition to a \$113.16 image fee.
- B. Each Leader and Contractor shall be paid double Side Musician scale.
- C. Doubling: an additional 50% of the Side Musician scale for the first Double, and an additional 20% for each Double thereafter.
- D. Health and Welfare: Producer shall pay \$27.00 per day to any applicable Local Health Fund. If there is no such fund, the payment shall be paid directly to the Musicians as a non-pensionable wage.
- E. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 14.17% of scale wages earned by said Musicians. 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.
- F. Scale wages for Orchestrators, Copyists and other Music Preparation Musicians shall be computed and paid according to provisions of the current AFM Non-Standard Television Agreement. Pension and Health and Welfare shall be paid as under Paragraph D and E above.
- G. Initial wage payments shall be submitted to the appropriate Local on an AFM B-7 Report Form, under “MISC.”, with the statement: “This payment is for the ‘<<ARTIST>> <<EVENT>> – VEVO Streaming Performance’.” A copy of this Special Agreement is to be attached to all payments, including Wages, Pension and Health and Welfare.
- H. Streaming of the Performances beyond the initial six (6) month cycle shall require an additional aggregate payment of 7% of any future gross receipts for each subsequent six (6) month cycle, with 3.5% to be forwarded to the appropriate AFM local for distribution on a pro rata basis to all Side Musicians, Leaders, Contractors, and Music Preparation Musicians, and 3.5% to be forwarded to the AFM Employers’ Pension Fund, unallocated, on a twice annual basis. Payments shall be submitted to the appropriate Local on an AFM B-7 Report Form, under “MISC.”, with the statement: “This payment is for the ‘<<ARTIST>> <<EVENT>> – VEVO Streaming Performance’.” A copy of this Special

Agreement is to be attached to all payments, including Wages, Pension and Health and Welfare. A copy of the AFM B-7 Report Form shall be submitted to the AFM West Coast Office for each six (6) month cycle payment. The Federation shall have the right to audit these payments.

- I. 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.
- J. In the event that the music covered under this Special Agreement is ever used for any purpose not explicitly set forth herein, including, but not limited to trade shows, sound recordings, SRLA videos, commercial announcements, radio broadcasts, theatrical motion pictures, television film, non-standard television, basic cable, and/or any other Internet use, the employer shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the AFM pertaining to such use, including, but not limited to, payment of all applicable wages, residuals, royalties and benefits.
- K. This agreement is designed to address one limited facet of use of the Performances on the Internet. It is understood that this agreement is between the AFM and the Producer, and that it shall be considered non-precedent setting and non-citable, except to enforce the terms herein.
- L. This agreement may not be utilized for: 1) theatrical productions; 2) symphonic, opera or ballet performances; or 3) performances outside the United States.

Kindly sign two (2) copies of this agreement and return both sets to this office for countersignature. A fully executed agreement will be returned to your office for your files.

ACCEPTED AND AGREED TO:

AMERICAN FEDERATION OF MUSICIANS

ACCEPTED AND AGREED TO:

<<PRODUCER>>

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date

cc: AFM, WCO
AFM, NY
AFM-EP Fund