



American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

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OFFICE OF THE PRESIDENT
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SIGNATORY PACKET FOR LIMITED PRESSING AND OTHER LIMITED VOLUME SOUND RECORDING AGREEMENTS

June 15, 2017 – January 31, 2020 (Extended)

Sessions called to produce individual audio tracks, as distinct from film scoring or radio broadcast, must utilize a Sound Recording agreement. This packet discusses options for lower threshold releases that would not require the full terms of the AFM's Sound Recording Labor Agreement.

Overview

The Sound Recording Labor Agreement (SRLA) contains provisions whereby an Employer who has sold more than 10,000 units of a record must make payments to the Sound Recording Special Payments Fund (SRSPF). Projects that do not reach this threshold, however, are not necessarily required to utilize the SRLA at the time of recording and may file the project under a Local **Limited Pressing Agreement** (LPA), with discounted wage rates. If the project does go on to sell 10,000 units, the LPA contains provisions that require an upgrade.

If the Employer is contracting Musicians to perform home studio work, to overdub their tracks onto an existing project, they may utilize the **Single Song Overdub Scale** (SSOS) **Agreement** to negotiate a per-song rate, since paying home studio work by the hour may be cumbersome.

Other agreements exist to handle audio recording sessions that do not reach the thresholds required by the SRLA. If a session is to create content for demonstration purposes, such as to find potential financial backers, an **Audio Demonstration Recording** ("Demo") **Agreement** might suffice. In addition, self-contained groups not hiring outside Musicians at all can file their work on a **Joint Venture Agreement** (JVA) with their Local.

Project Checklist

As an Employer looking to record music for demonstration or non-SRLA consumer distribution, the following list is meant to guide you through the process of getting the recording under contract, filing the work and paying the Musicians. **You must work with the AFM Local in whose jurisdiction the recording takes place for all of the work done under the agreements discussed in this packet.** Note that if you use a music contractor, they can take care of many of these steps for you:

- ☐ **Attain Signatory Status:** In order for recording work to be covered, you must have signed an AFM or Local recording agreement in advance of not only the session, but also in advance of hiring the Musicians. The agreements covered in this toolkit are signed on a Single Project basis, so the first step in starting a project through this toolkit must always be signing the appropriate contract. Contact your AFM Local for more information. To find the appropriate Local, visit the AFM website and click “About” and then “Locals”, where you can search by location.
- ☐ **Report the Session to the AFM Local:** Once a project is under contract, sessions should be reported to the appropriate AFM Local in advance.
- ☐ **Put out the Call to the Musicians:** Once you are signatory and the session is reported, you may call the Musicians you intend to hire. Musicians will need to know the location, time and length of the session, the scale they will be working under, and the artist with whom they will be performing.
- ☐ **Collect Paperwork:** In order to payroll the session, collect W-4s, I-9s and any other documents required for payroll, as well as any information that might be necessary to complete the B-Report Form. Familiarize yourself with the Report Form in advance so you know what types of information are required.
- ☐ **During the recording session,** the Leader (the instrumental musician who leads the group in performing) should keep track of the hours worked and the instrumental parts performed by each Musician.
- ☐ **Fill Out the B-Report Form:** Since this toolkit covers a variety of different agreements, it should be noted that each agreement utilizes a different report form. Limited Pressings are filed on B-9 Report Forms, Demos are filed on B-5 Report Forms and Single Song Overdubs are filed on B-17 Report Forms. Once session work is complete, fill out the appropriate form matching the correct agreement to report working hours, track titles, wages and benefits.
- ☐ **File a Copy of the Report Form with the Local:** A copy of the Report Form should be filed with the Local of jurisdiction as soon as possible. This way, the Local is aware that payment is due and can assist in catching any errors before it's too late.
- ☐ **Submit the Report Form to Payroll:** The session report is sufficient as an invoice for payment. Once complete, the report form should be sent to payroll so checks can be issued in a timely manner. Musicians must be paid within 15 business days of the completion of the Report Form. Copies must be sent to the applicable Local as well as the AFM and Employers' Pension Fund. You should also retain a copy for your own records.
- ☐ **Handle Back-End Payments as Required:** In terms of residuals, additional money is not paid directly to the Musicians on a given track, but record labels must pay a small percentage of unit sales and streaming revenue to a number of funds. This is covered in detail later in the packet.

Contract Options

Limited Pressing Agreement

Album projects that do not press enough copies to sell 10,000 units are eligible to utilize the **Limited Pressing Agreement** (LPA) instead of the full terms and conditions of the Sound Recording Labor Agreement (SRLA). The scale wages under the LPA are established by the Local in whose jurisdiction the recording takes place, subject to a nationally established minimum. This allows for recording projects with a smaller reach to better fit within the overall economics of a given geographical area. Outside of instrumentalist wages, discounts are also available on page rates for music preparation personnel under this agreement. Pension contributions are required at the same percentage rate as the full SRLA and interactive digital streaming still requires a small percentage of receipts (0.55%) be paid unallocated to the AFM and Employers' Pension Fund on a semi-annual basis.

In the event that the Limited Pressing goes on to cross the 10,000-unit threshold or in the event that content recorded under the LPA is licensed for another purpose to a third party, the Agreement contains provisions requiring payments be **upgraded** to full SRLA, with credit for payments already made.

Single Song Overdub Scale Agreement

Sometimes, an Employer may contract a Musician to record work from their home studio, rather than calling them into a studio session. Let's say an artist wants to add a harmonica part to four songs on their upcoming album. Under the Limited Pressing Agreement, the artist could call that harmonica player into the studio for a standard recording session, with wages paid by the hour. But, in the real world, not all recording takes place this way.

In this example, the **Single Song Overdub Scale (SSOS) Agreement** allows the artist/Employer and the Musician to work out a per-song negotiated rate, subject to an established minimum, at which point the harmonica player can record those parts from their home studio and submit them to the artist. This agreement is meant to capture an aspect of the recording industry that does not fit well in the standard hourly payment structure. A copy of this agreement can be found at the end of this packet.

Audio Demonstration Recording Agreement

Not all sound recordings are meant for commercial release, but they still may require Musicians to be hired. The **Audio Demonstration ("Demo") Recording Agreement** allows for an Employer to hire Musicians to record content meant to demonstrate music for potential financial backing or to obtain work. Like the LPA, the Demo Agreement's scale wages are established by the Local in whose jurisdiction the recording takes place, subject to a nationally established minimum. However, if content recorded under this Agreement is later commercially released or is utilized in another medium, there is no credit for payments already made under this Agreement.

Joint Venture Agreement

On the other hand, not all sound recordings that are meant for commercial release require Musicians to be hired. Some projects are completely self-contained by the group doing the recording, provided that this group owns and controls the recorded product. In this instance, it does not make sense to establish a signatory relationship to cover the project; there would be no logic in requiring the band members to pay themselves when the Musicians are all royalty artists. The **Joint Venture Agreement (JVA)** allows for these types of situations to be covered under an AFM contract, confirming the Musicians who appeared on a project as well as their royalty percentage, in case something occurs with the content down the line. A copy of this agreement can be found at the end of this packet.

Other Notes

Provisions Vary

Because the scale wages, premiums, cartage fees, etc. under these agreements are flexible depending on where the work takes place, it would be too cumbersome to discuss them in this packet. Under all of these agreements, the Local can assist you with the proper calculations and filing of paperwork.

Single Song Overdub Scale

Under the SSOS, the rate that is negotiated per-song is intended to be all-inclusive. This means that the nominal payment is inclusive of the scale wage, pension and health contribution, as discussed below. The agreement contains worksheets intended to assist in dividing the payment properly.

“Addendum B” Limited Pressings

However, recordings done under the LPA’s Addendum B, intended for non-Tony eligible and non-Broadway theatrical cast albums, do have some structural provisions established on a national level. These sessions have a three- (3) hour **minimum call** during which not more than 15 minutes of final product can be recorded. Orchestrations are paid at 50% of SRLA scale, but Copying is paid at 100% of SRLA scale (these tasks are discussed under Music Preparation below).

Image Fees and Electronic Press Kits

When a studio session is captured on camera, the Employer must pay an additional **25%** of the scale wages as an **Image Fee**, plus pension and a **\$28** Health and Welfare contribution.

Captured video footage may be utilized to make an Electronic Press Kit (EPK), however, use of a complete song or in excess of two (2) minutes from a song in the EPK is not permitted. In the event that such usage takes place, payment to the Musicians on camera must be made according to the “Traditional Music Videos” exhibit of the SRLA.

Pension

For all scale wage payments made under these agreements for work in the United States, the Employer shall contribute an amount equal to **14.09%** of those scale wages to the American Federation of Musicians and Employer’s Pension Fund. This amount is inclusive of all updates to the Fund’s Rehabilitation Plan. For work in Canada, not subject to the Rehabilitation Plan, the pension percentage is **11.75%** paid to the Musicians’ Pension Fund of Canada. All three of the agreements discussed in this packet which contain wage obligations (LPA, SSOS and Demo) require this pension percentage, which is identical to that which is found in SRLA. Under the SSOS, benefits are built into the negotiated wage package.

Health and Welfare

With the exception of the aforementioned Image Fee payment, Health and Welfare contribution requirements are within the Local’s purview under the LPA and Demo Agreement. For Musicians who are in the jurisdiction of either Local 802 New York or Local 47 Los Angeles, health contributions should be made payable to their respective health funds. If they are not a member of either Local, health contributions should be paid to the Musician as an additional, non-pensionable wage.

Under the SSOS, since benefits are built into the negotiated wage package, the Health and Welfare rate is established to be 6% of the “scale wage.”

Music Preparation

There are four services covered under the classification of Music Preparation: arranging, orchestrating, copying and librarian work. The work of composers is not covered under AFM agreements.

Arranging is the art of preparing and adapting an already written composition for presentation in other than its original form. It includes reharmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.

Orchestrating is the labor of scoring the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.

Copying is the labor of writing out each instrument part on sheet music for the conductor's score and for each individual musician such that Musicians can perform their own part.

Librarians may also be employed in order to keep sheet music organized.

Music Preparation services are generally paid by the page of output rather than by time spent working. The standard score page is considered to have 10 lines with 4 bars each. Additional payment is required if pages contain more lines than 10. These rates can be found in the associated music preparation chart.

Arrangers may negotiate their own rates, as the skill is highly specialized, but in no case shall such a rate be less than the calculated scale rate for orchestration.

Generally, under limited volume agreements, a 50% discount on orchestration page rates from the base rates in the SRLA is provided within the agreement.



AMERICAN FEDERATION OF MUSICIANS
LIMITED PRESSING RECORDING REPORT FORM

Date: _____

RPNo. _____

LIMITED PRESSINGS - Not to exceed 10,000 (2,000 in Canada). In the event that pressings exceed 10,000 (2,000 in Canada), there will be an upgrade payment to the musicians who participated on the original recording based upon the current national rates at the time of the upgrade, with credit applied for the original payments.

Recording Date: _____ No. of Musicians: _____ Recording Studio/Location: _____ City: _____ State: _____ AFM Local: _____ Hours of Employment: _____ Producer/Employer: _____ Producer/Employer's Address: _____ _____ _____	<div>MEMO</div> <div>____ Non-Symphonic ____ Symphonic ____ Chamber</div> <div>Session No.: _____ Name of Artist/Group: _____ Local Number: _____</div>
<div>NO. of MIN. TITLE of TUNES / PIECES</div> <div>A. _____ B. _____ C. _____ D. _____ E. _____ F. _____</div>	<div>NO. of MIN. TITLE of TUNES / PIECES</div> <div>G. _____ H. _____ I. _____ J. _____ K. _____ L. _____</div>

PAYMENTS NOT MADE ON A TIMELY BASIS ARE SUBJECT TO LATE PAYMENT PROVISIONS OF THE AFM PHONOGRAPH AGREEMENT

The Producer/Employer understands and agrees that the terms and conditions of the engagement covered by this Report Form include the terms and conditions of the current AFM Limited Pressing Agreement in whose jurisdiction such recording takes place.

Producer/Employer's Signature _____ Leader's Signature _____

Pension Contributions To Be Paid By (if different): _____ Address: _____

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST FIRST INIT. (Instrument(s)) (LDR)	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	NO. of DBLS	ID of TUNES	WAGES (1) ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
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TOTAL PENSION CONTRIBUTIONS:								
TOTAL H&W CONTRIBUTIONS:								

(1) Insert overscale wages being paid.
Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.

FOR FUND USE ONLY:

Continuation Sheet

RP No.

[illegible]

(1) Insert overscale wages being paid.
Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.

TOTAL PENSION CONTRIBUTIONS:	
TOTAL H&W CONTRIBUTIONS:	



AMERICAN FEDERATION OF MUSICIANS REPORT FORM
FOR DEMONSTRATION RECORDING - AUDIO ONLY
RPNo.

This Agreement is made and entered into by and between _____ hereinafter called the “Producer,” and Local Union No. _____ of the American Federation of Musicians of the United States and Canada, hereinafter called the “Local Union.”

This engagement is for the purpose of making a DEMONSTRATION RECORD only: Any recording made shall be used only for the purpose of private performances for prospective buyers of the master recording or prospective employers of the musicians’ services. It shall not be sold nor shall it be used for any other purpose except pursuant to agreement with the Federation. Said recording shall be labeled “DEMONSTRATION RECORD - NOT FOR SALE OR COMMERCIAL USE.” Only the selections listed on this contract may be recorded.

For the services rendered by the musicians covered by this Agreement in the making of demonstration recordings, the Producer agrees to hire and to compensate the musicians in accordance with the terms and conditions as provided below and as further specified on the reverse side of this form as well as provided in Addendum “A” which is attached and made a part hereof.

Recording Date: _____ No. of Musicians: _____ Hours of Employment: _____ Rec. Studio/Location: _____ City: _____ State: _____ Producer/Employer: _____ Producer/Employer's Address: _____ Authorized Signature: _____ Print Name of Signer: _____	Name of Artist/Group: _____ Leader: _____ Local No.: _____ Leader's Signature: _____ AFM Local: _____ Address: _____ Authorized Signature: _____ Print Name of Signer: _____
NO. of MIN. TITLE of TUNES / PIECES A. _____ B. _____ C. _____ D. _____ E. _____ F. _____	NO. of MIN. TITLE of TUNES / PIECES G. _____ H. _____ I. _____ J. _____ K. _____ L. _____

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST FIRST INIT. (Instrument(s)) (LDR)	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	NO. of DBLS	ID of TUNES	WAGES (1) ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
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TOTAL PENSION CONTRIBUTIONS:								
TOTAL H&W CONTRIBUTIONS:								

(1) Insert overscale wages being paid.
Include all music prep. info on this form or continuation sheet, with copies of invoices attached.
FOR FUND USE ONLY:

Continuation Sheet

Recording Date: _____

Report Form No. _____

Leader's Name: _____

Name of Artist/Group: _____ Page ____ of ____

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST FIRST INIT. (Instrument(s))	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	NO. of DBLS	ID of TUNES	WAGES (1) ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
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(1) Insert overscale wages being paid.
Include all music prep. info on this form or continuation sheet, with copies of invoices attached.
FOR FUND USE ONLY:

TOTAL PENSION CONTRIBUTIONS:

TOTAL H&W CONTRIBUTIONS:

Audio Demo Recording

1. The Employer/Company recognizes the Local Union as the sole and exclusive collective bargaining agent for all instrumental musicians, conductors, copyists, orchestrators and arrangers of instrumental music, synthesizer programmers, and those who perform similar or related services connected with the recording of Demonstration Recordings within the jurisdiction of the Local Union.

2. The Employer/Company shall not require, request, induce or in any manner attempt to influence any person covered by this Agreement to render services pertaining to the production of Demonstration Recordings except under the terms of this Agreement. The Local Union shall make every effort and exercise full authority to see that its members engaged in recording activities do nothing in derogation of the terms and intent of this Agreement.

3A. The Employer/Company shall give advance notice to the Local Union of all Sessions called under this Agreement.

3B. A completed B-5 Report Form (see reverse side) shall be filed by the Employer/Company or its designee with the Local Union and shall accompany each payment required under this Agreement for each recording session.

4. Representatives of the Local Union and/or the Federation shall have access to the place of recording for the purpose of conferring with the musicians.

5. An Employer/Company may sell, assign, lease, license or otherwise transfer title to a recording produced under the terms of this Agreement to any other person, firm or corporation, provided that in advance of any such sale, assignment, lease, license or transfer: (1) the Employer/Company obtains from the other party (buyer, assignee, lessee, licensee or transferee) a Buyer's Assumption Agreement made expressly for the benefit of the American Federation of Musicians as representative of the musicians involved, requiring such buyer, assignee, lessee, licensee or transferee to comply with all the provisions of this Agreement; and (2) the American Federation of Musicians approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee. The Federation shall be deemed to have granted the request to approve the Buyer's Assumption Agreement unless the Federation provides written notice to the contrary within ninety (90) days from the receipt of the request to approve the Buyer's Assumption Agreement.

Once the Buyer's Assumption Agreement goes into effect pursuant to the prior provision, the Employer/Company shall not be liable for any further payments for that particular recording.

6A. Should any recording produced under the auspices of this Agreement ever, without limitation to the duration of this Agreement, be included in any Sound Recording/ Digital Download, the Employer/Company shall immediately inform the Local Union of that fact and further agrees to enter into and fulfill all conditions required by the then current Sound Recording Labor Agreement of the Federation, together with the Sound Recording Trust Agreement and Sound Recording Manufacturers' Special Payments Fund Agreement appropriate thereto. Payment of the then prevailing wages, benefits, and payments specified in those agreements shall be made to all Musicians who performed services in the original production of the Demonstration Recording(s), including all provisions for total minutes of music, minimum calls, doubling, etc.

6B. 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, sound recordings/digital downloads, commercial announcements, motion pictures, television films, videotape/live television, DVD("New Use"), the Employer/Company 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 and benefits. Said New Use of any specific song or portion thereof recorded under this agreement shall require the payment of all applicable American Federation of Musicians wages and benefits to all original participating musicians, including those performing services on overdub sessions associated with the specific song or portion thereof.

7. In the event that a demo session is also recorded on video, whether for archival use only or as part of an Electronic Press Kit, an additional 25% of pensionable wages will be paid to all musicians, including arrangers, orchestrators and copyists. All payments will be subject to applicable AFM pension contributions on scale wages. The use of such video is limited to no more than two minutes and no complete songs can be used or offered for sale without additional

Audio Demo Recording

payment required by the applicable AFM Agreement; e.g., the SRLA traditional music video payment requirements.

8. Pursuant to the provisions of federal law, in those states where permitted, the Employer/Company 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 Union within 15 days after such deductions are made.

9. Employer/Company 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 Employer/Company, an amount equal to 14.09% of the Scale Wages earned by said musicians (percentage may be subject to future Sound Recording Labor Agreement negotiations and/or AFM International Executive Board action). 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 August 1, 2018.

10. 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.

11. Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

12. The Employer/Company represents that there does not exist against it, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for any such employer. No employee will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part.

13. The Employer/Company, in signing this contract himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein, and, if applicable to the services to be rendered hereunder, acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.

14. It is expressly understood and agreed by all the parties hereto that neither the Federation nor any subordinate body thereof is liable for any breach of this agreement by the employer or by any of the employees.

Distribution of the 6 copies of the Report Form is as follows:

1. Original (first) page is to be sent to AFM-EP Fund, 14 Penn Plaza, 12th FL, New York, NY 10122, with Pension contribution check made payable to the AFM-EP Fund.
2. One copy is to be retained by the Employer/Producer.
3. The remaining 4 copies are to be sent to the applicable AFM Local with the musicians' checks. The AFM Local will (a) Retain one copy, (b) Send one copy to the AFM, 1501 Broadway, Ninth Floor, New York, NY 10036, (c) Send one copy to the leader and (d) Send one copy to the Health & Welfare Fund (where applicable).

AFM SINGLE SONG OVERDUB SCALE AGREEMENT

1. This Agreement is made and entered into by and between _____ (“Employer”) and Local # _____ of the American Federation of Musicians of the United States and Canada (“Local Union”) for the purpose of establishing rates and conditions for the performance of one or more overdub sessions on one or more previously recorded audio tracks (“Original Track”), hereinafter called a “Single Song.” These combined recorded performances may be released commercially, or can be combined with tracks recorded under the AFM Limited Pressing Agreement, but if any Original Track was recorded or produced under any other AFM Agreement, the applicable scale under that Agreement applies and this Agreement cannot be used.
2. To the extent permitted by applicable law, musician(s) shall be a current member in good standing of the AFM. All other musicians covered by this agreement shall become and remain members in good standing of the Federation on or after the 30th day following the commencement of their employment or the effective date of this agreement, whichever is later. Employer recognizes the AFM as the sole and exclusive collective bargaining agent for all instrumental musicians, orchestrators, arrangers, copyists, synthesizer programmers, and those who perform similar or related services connected with the recording of Single Songs within the jurisdiction of the Local Union.
3. The parties agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of a sound recording marketed via record, CD, digital download, or similar devices. The compensation for recording each Single Song under this Agreement, including scale wages, health and welfare (“H&W”), and pension contribution to the American Federation of Musicians and Employers’ Pension Fund (“AFM-EPF”) are set forth in Exhibit A of this Agreement. All payments will be made to the musician within 7 days following the completion of each overdub session. The minimum rate is \$100 per song. If video content is required, the musician(s) shall be compensated a minimum of an additional 25% of the per song rate.
4. If a Musician is a member of a local union that does not have a health benefits plan, the H&W contribution set forth in Paragraph 3 will be treated as an additional non-pensionable wage payment. If Musician is a member of an AFM local with a health benefits plan, they will forward the H&W contribution on behalf of the Employer to that local for transmittal to that plan.
5. (a) The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, and warrants that, by making contributions on behalf of an individual, it has determined that the individual is an employee covered by the Agreement. The 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 on August 1, 2018.

(b) Employer designates ___ Musician(s) ___ Employer ___ Payroll Company to make the pension contribution on Employer’s behalf, and the designated entity will file the AFM Single Song/Single Player Overdub Report Form with the Local Union along with the wages, pension contribution and H&W contribution (if applicable) no later than 15 days following the completion of the overdub session. The Employer’s designation of another person or entity to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.
6. If any recording produced under this Agreement ever, without limitation to the duration of this Agreement, reaches aggregate sales and/or production in excess of ten thousand (10,000) units in the United States or three thousand (3,000) units in Canada through one or more pressings of physical product and/or digital downloads, Employer shall, within 30 days: (i) inform all musicians and the Local Union ; (ii) enter into and fulfill all conditions required by the then-current AFM Sound Recording Labor Agreement (“SRLA”), the Sound Recording Trust Agreement for the AFM Employers Pension Fund, and the Sound Recording Special Payments Fund Agreement, and (iii) Musician(s) will be additionally compensated as follows, based upon the rates and conditions from the AFM’s current Sound Recording Labor Agreement at the time of the upgrade: for one or two songs totaling less than 7.5 minutes, one Special Session SRLA payment, with applicable AFM H&W and Pension Fund contributions. For more than two songs, or an entire album that has reached the unit threshold, the upgrade payment will be one Regular Session SRLA payment, with applicable AFM H&W and Pension Fund contributions for each 15 minutes of music. The musician who is listed first on a contract with multiple players and/or whose Agreement with Employer is

executed at the earliest date will be designated Session Leader and paid double scale for the additional payments described in this Agreement. All other players will receive single scale. If any of the original (pre-overdub) instrumental tracks are used in the final version of any recording, all those musicians shall be added to the contract at the time of an upgrade to the SRLA.

Notwithstanding any other provision of this Agreement, it is understood and agreed that this Agreement cannot be used to capture symphonic, opera, chamber, ballet, or live theatrical engagements, or in lieu of the AFM SRLA Limited Pressing Sound Recording Conditions Schedule B (for non-Broadway/non-“Tony eligible” cast albums), nor shall it be interpreted to supplant or supersede any otherwise applicable AFM Agreement.

7. In the event the Company intends to make its recording available for Interactive Streaming, such as Spotify, the obligation shall be 0.55% of Receipts for Audio Streams exploited in the United States which shall be forwarded on a semi-annual basis to the AFM and Employers’ Pension Fund, through the applicable Local Union, as an unallocated contribution unattached to benefits payable to any particular participant.

Non-Interactive streaming such as Sirius XM, Pandora, etc., is permitted. With respect to the recording covered by this Agreement, the Producer may not enter into a licensing arrangement with a third party (“Third Party Licensee”) which allows that Third Party Licensee to exploit the recording by entering into direct licenses with music services (“Music Service Licensees”) for digital transmissions otherwise eligible for the statutory license pursuant to 17 U.S.C. Sec. 114, unless the license between the Third Party Licensee and the Music Service Licensee (“Direct Digital Streaming License”) provides that 50% of the total royalties and other compensation payable by the Music Service Licensee in respect of the transmissions shall be paid to SoundExchange and passed on to the artists on the recording (including the Musicians as featured artists) pursuant to the provisions of 17 U.S.C. Sections 114(g)(B), (C) and (D).

8. If Employer shall sell, assign, lease, license or otherwise transfer title to a recording produced under the terms of this Agreement to any other person, firm or corporation, it shall obtain from the AFM a “Buyer’s Assumption Agreement” (“BAA”), contained in Article 24.(e) of the SRLA, which requires compliance with the provisions of paragraphs 6, 8 and 9 of this Agreement. Employer agrees to deliver to the Local Union an executed copy of the BAA within (30) days after the sale or other transfer of this recording with the name and address of the buyer or transferee. Upon approval in writing by the AFM of the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Employer shall not be further liable for that particular recording, except for pressings made by Employer.

9. Without limitation by the duration of this Agreement, Employer shall keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement, and upon request in writing from the Local Union, at least five (5) days before the date of examination, allow the designated agent(s) of the Local Union to examine, during reasonable business hours, all records and accounts concerning all transactions with respect to recordings made under this Agreement.

10. In the event that the recording made under this Agreement is ever used for any purpose beyond the original purpose of this Agreement, including but not limited to commercial announcements, motion pictures, television film or videotape/live television (“New Use”), Employer shall notify the Local Union, sign the applicable AFM agreement, and fulfill all conditions required for such New Use. New Use of any Single Song or portion thereof recorded under this Agreement shall require the payment of all applicable wages, residuals, royalties and benefits, to all musicians who participated in recording the Original Track and all Overdubs as to which this Agreement applies. The Single Song will be treated as original music recorded under any such new agreement.

11. Musician and Employer agree that this Agreement shall be in full force and effect for six months from the date of execution, at which time all work and compensation will have been completed to the satisfaction of all parties. If Employer desires to engage musician(s) for additional Single Songs (up to 12 total in a six month period) on the same project during this term, Musician and Employer will provide additional documentation that includes a list of songs and compensation similar to the one set forth in Exhibit A of this Agreement, as required by Paragraph 3 above, and send it to the Local Union.

**AFM SINGLE SONG OVERDUB SCALE AGREEMENT
LETTER OF ACCEPTANCE**

This Agreement, between the American Federation of Musicians, Local ____ (“Local Union”) and
____ (“Employer”) relates to the Sound Recording project identified as
____ (“Project”) with recording dates commencing as of
____/____/____.

The Employer, with respect to the recording sessions for this project, and only this project, shall abide by and be obligated to all the terms and working conditions of the AFM Single Song Overdub Scale Agreement. In accordance with the Single Song Overdub Scale Agreement, the Employer designates ____ Musician(s) ____ Employer ____ Payroll Company to make pension contributions on the Employer’s behalf.

The Parties each represent and warrant that the individual signing of this Agreement on their respective behalves are authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

DATE OF EXECUTION: ____/____/____

EMPLOYER (PRINT NAME): _____

EMAIL: _____

ADDRESS: _____

ARTIST NAME: _____

PROJECT TITLE: _____

MUSICIAN(S) (PRINT NAMES): _____

EMPLOYER SIGNATURE: _____

DATE: ____/____/____

MUSICIAN SIGNATURE: _____

DATE: ____/____/____

APPROVED BY AFM LOCAL #: _____

SIGNATURE OF LOCAL OFFICER: _____

DATE: ____/____/____



AMERICAN FEDERATION OF MUSICIANS
SINGLES/ SONG/ SINGLE PLAYER OVERDUB REPORT
(NON-SYMPHONIC)

FORM B-17 / Rev. July 23, 2020

Date: _____

RP No.

SINGLE SONG/SINGLE PLAYER OVERDUB - This Agreement is intended for one "project" and one artist only, with a maximum of 12 songs in a six month period. All musicians must have an executed Single Song Agreement with this Employer on file for this scale to be used. Multiple players can appear on one contract only if they all appear on all songs, and are all compensated at the same "per song" rate. In the event that the total of digital and analog copies sold or manufactured exceeds 10,000 copies (3,000 in Canada) for a single song or the entire project, all musicians will receive an additional payment per song as described in the Single Song Single Player Agreement.

Recording Date(s) _____ Number of Musicians ☐ AFM Local # _____
 Recording Studio/Location _____
 Address _____ City _____ State _____
 Producer/Employer _____ Address _____
 Producer/Employer Address (con't) _____
 City _____ State _____ Name of Artist or Group _____
 Name(s) of Musicians _____

The Producer/Employer understands and agrees that the employment covered by this Report Form is subject to the terms and conditions of the current AFM Single Song/Single Player Overdub Agreement, and the bylaws of the AFM Local in whose jurisdiction such recording takes place. Late Payments are subject to the Late Payment provisions of the AFM Sound Recording Agreement. AFM-EPF Pension Contributions may be paid by Musician or the Employer/Payroll Company as designated in Article 5b of the Agreement.

PAYMENTBREAKDOWN	Per Song Scale (actual wages)	Health & Welfare (pd on top of wages)	Pension (Payable to AFM-EP Fund by designee)	Electronic Transaction Fee (Payable To Musician)
A. TOTAL PAY Columns B-E	B.WAGES 81.25% of Column A	C. H &W 6% of B	D. PENSION 14.09% of B	E. PAY PAL 3% of B

LOCAL NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST FIRST INIT.	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	SCALE WAGES	H&W (6% OF SCALE)	PENSION (14.09% OF SCALE)
-----	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
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-----	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					

TITLE of SONG/TUNES/PIECES	RATE per SONG	No. of MIN	RECORDING DATE(S)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

JOINT VENTURE RECORDING AGREEMENT (NON-SYMPHONIC)

GUIDELINES

1. The Joint Venture Recording Agreement- Audio or Audiovisual ("JVRA") must be filed with the Local and must be signed by each of the participating musicians, indicating their respective share/percentage in all royalties from the scale or use of the recordings.
2. Except as otherwise provided below, the recordings produced as a result of this Agreement are exempt from SRLA signatory requirements, Local and Federation recording scales, pension, work dues and reporting bylaws.
3. The JVRA shall contain the name of the group, dates and location of the recordings, as well as song titles and length of each song.
4. In the event that additional AFM musicians are utilized for this project who are not part of the Joint Venture, a signatory to the AFM Single Song Overdub, Limited Pressing, Sound Recording Labor Agreement, or other relevant AFM Agreement is required, and the applicable "B" report form must be filed with the appropriate session payments.
5. In the event that the masters or audiovisual product is picked up for distribution, the appropriate AFM signatory agreement must be utilized and the applicable report form must be filed with appropriate payments.
6. Symphonic Orchestras, Original Cast Recordings, "New Use" Soundtrack albums and Underscoring for Motion Pictures, Film, Videotape or Live Television Productions are excluded from using this Agreement



**AMERICAN FEDERATION OF MUSICIANS OF
THE UNITED STATES AND CANADA JOINT
VENTURE RECORDING AGREEMENT- AUDIO OR
AUDIOVISUAL
(NON-SYMPHONIC)**

===== This
section to be completed by Local Officer

Date: _____ **Local Officer:** _____
AFM Local: _____ **Signature:** _____
Address: _____ **City, State/Province:** _____
Zip/Postal Code: _____ **Phone:** _____ **Fax:** _____
Email: _____ **Website:** _____

=====

The undersigned participating royalty musicians jointly agree that:

1. the recording referenced herein shall be jointly owned by us collectively and that we will share jointly in the profits and royalties or any other monies generated by the use of the recording as outlined in this Agreement.
2. the purpose of the recording is to produce a demo to obtain work for live performing and/or the purpose of the recording is to produce a record, audio tape, audio CD, digital audio product, or audiovisual product for sale and the proceeds from sales exclusively benefit band members. In the absence of the appropriate and duly executed American Federation of Musicians Signatory Agreement, any and all other uses are prohibited.
3. the recording referenced herein is a self-produced production. As such, it is understood that no scale wages shall be due to the participating royalty musicians, nor shall any fringe benefit (i.e., AFM-EP Fund or H&W Fund) contributions be made on behalf of, or any work dues be paid by, the participating royalty musicians.
4. any Copyright and Intellectual Property Rights created as a result of the recording outlined in this Agreement shall remain the exclusive property of the respective creators.
5. in the event that additional AFM musicians were/are utilized for this recording project who are not part of the Joint Venture, it is agreed that a signatory to the AFM Single Song Overdub, Limited Pressing, Sound Recording Labor Agreement or other relevant AFM Agreement is required, and the applicable "B" report form must be filed with the appropriate session payments, including fringe benefits.
6. in the event the rights to the recording (master) or audiovisual product are sold, leased or in any other manner made available for distribution by any other party, the appropriate American Federation of Musicians Signatory Agreement must be executed and the proper "B" Report Form must be filed and the appropriate payments be made to all contributing musicians together with applicable fringe benefit contributions.

7. we authorize the American Federation of Musicians and the above-named Local to act as our collective bargaining representative with full power to execute and enforce collective bargaining agreements with employers governing the terms and conditions of any new use of the recording as outlined in this Agreement.

8. we shall designate one musician to act as leader for the purpose of communicating with the Local and/or Federation on our behalf. We understand that this designation does not exclude any rights and/or obligations we may have in regards to this Agreement.

9. the Local will retain this signed agreement, make copies available to the undersigned royalty artists and send one copy to the Federation West Coast Office.

10. _____

Name of Artist/Group

11. _____

Name & address of location(s) where recording was made

12. _____ **Date(s) of recording**

13.

<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>
<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>
<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>
<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>
<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>
<u>Song Title</u>	<u>Length (min:sec)</u>	<u>Song Title</u>	<u>Length (min:sec)</u>

14. You shall defend, indemnify, and hold the AFM and the Local harmless from and against any and all liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable legal fees and expenses) arising from the breach by you of any of the terms of this Agreement or any of the representation and warranties contained herein, the actual or alleged infringement of any proprietary rights arising out of the reproduction, sale, distribution, or any other use of the recording pursuant to this Agreement.

15. All of the undersigned royalty musicians who participated in the above mentioned recording agree to be jointly responsible for the terms and conditions contained in this Letter of Agreement.

16. Signed this _____ day of _____, 20__

_____	_____
Print Name (LEADER)	Print Name
_____	_____
Percentage of Ownership	Percentage of Ownership
_____	_____
Signature	Signature
_____	_____
Street Address	Street Address
_____	_____
City, State/Province, Postal/Zip	City, State/Province, Postal/Zip
_____	_____
Phone	Phone
_____	_____
Email	Email
_____	_____
Print Name	Print Name
_____	_____
Percentage of Ownership	Percentage of Ownership
_____	_____
Signature	Signature
_____	_____
Street Address	Street Address
_____	_____
City, State/Province, Postal/Zip	City, State/Province, Postal/Zip
_____	_____
Phone	Phone
_____	_____
Email	Email

Print Name

Percentage of Ownership

Signature

Street Address

City, State/Province, Postal/Zip

Phone

Email

Print Name

Percentage of Ownership

Signature

Street Address

City, State/Province, Postal/Zip

Phone

Email

Print Name

Percentage of Ownership

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Street Address

City, State/Province, Postal/Zip

Phone

Email

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Percentage of Ownership

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Phone

Email