

MUSICIANS' UNION, LOCAL 148-462
AMERICAN FEDERATION OF MUSICIANS, AFL-CIO
LIMITED PRESSINGS AGREEMENT (NON-SYMPHONIC)
February 1, 2010 to January 31, 2011

1. This Agreement is made and entered into by _____ and between, hereinafter called the "Producer", and Local Union 148-462 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local Union".
2. The parties hereto agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of sound recordings, tapes, and discs and digital downloads where the aggregate number of units produced of a particular recording does not exceed 10,000 and where the music that is recorded will not be utilized for any other purpose whatsoever other than for sale to the public as a sound recording. For the purposes of digital downloads, each album sold will count as one unit towards the 10,000 unit limit. Each download of less than a full album will count as a full unit.
3. To the extent permitted by applicable law, all musicians who are members in good standing of the American Federation of Musicians, hereinafter called the Federation, when their employment commences hereunder shall be continued in such employment only so long as they remain members in good standing of the Federation. All other musicians covered by this Agreement shall become and remain members in good standing of the Federation on or after the thirtieth day following the commencement of their employment or the effective date of this Agreement, whichever is later.
4. The Producer 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 Phonograph Records within the jurisdiction of the Local Union.
5. The Producer 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 Phonograph Records except under the terms of this Agreement and/or of the Sound Recording Labor Agreement of the American Federation of Musicians. 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.
- 6 A) The Producer shall give advance notice to the Local Union of all Sessions called under this Agreement.
- 6 B) A completed B-9 Report Form shall be filed by the Producer or its designee with the Local Union and shall accompany each payment required under this Agreement for each recording session.
7. 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.
8. If the Producer 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 said buyer, assignee, lessee, licensee or transferee a separate Agreement (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 the provisions of this Agreement with respect to additional Musicians Union, Local 148-462 Phonograph Record Limited Pressings Agreement (Non-Symphonic) compensation to musicians and pension and health and welfare

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contributions by reason of pressings and/or digital download album sales of a phonograph recording in excess of ten-thousand (10,000) units as provided in the succeeding section 9.

9. The Producer agrees to deliver to the Union an executed copy of the Buyer's Assumption Agreement within thirty (30) days after the sale, assignment, lease, license or other transfer of such recording with the name and address of the buyer, assignee, lessee, licensee or transferee. Upon delivery of such Buyer's Assumption Agreement and on condition that the Union approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Producer shall not be further liable for payments required under section 9 for that particular recording, except for pressings made by the Producer.
- 9A. Should any recording produced under the auspices of this Agreement ever, without limitation to the duration of this Agreement, be included in any Phonograph Record which, through one or more Pressings, reaches an aggregate production (including any sales of digital downloads) in excess of ten thousand (10,000) units, the Producer 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 the 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 Limited Pressings of the Phonograph Record, including all provisions for total minutes of music, minimum calls, doubling, etc., with credit applied for the original payment. For the purpose of calculating the obligation of the Producer under the Sound Recording Trust Agreement and the Sound Recording Manufacturers' Special Payments Fund Agreement, the ten-thousand (10,000) units produced or allowed under this Agreement shall be included in the computation of those obligations.
- 9B. Without limitation by the duration of this Agreement, the Producer shall: (i) keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement. (ii) six months after the effective date of this Agreement and each six months thereafter, furnish to the Local Union a report with respect to all recordings made under this Agreement containing all information pertaining to pressings, distribution and sales of recordings referred to in the preceding paragraph. (iii) 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 not explicitly set forth herein, including but not limited to conventions, phonograph recordings, commercial announcements, motion pictures, or videotape/live television, the employer shall sign Musicians Union, Local 148-462 Phonograph Record Limited Pressings Agreement(Non-Symphonic)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.
11. 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 within 15 days after such deductions are made.

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12. Additional Terms and Conditions (Addendum "A") For the services rendered by the musicians covered by this Agreement in the making of recordings, the Producer agrees to compensate the musician in accordance with the terms and conditions as provided in (Addendum "A") which is attached and made a part hereof.
13. Producer agrees to become a party signatory and be bound by Trust Indenture dated 10/2/59, as amended from time to time, 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 10% of the Limited Pressings scale wages earned by said musicians.
14. A copy of this Agreement will be filed with the Federation and Pension Fund.
15. This Agreement shall be in full force and effect from _____ to and including January 31, 2011, and, except as set forth above, shall terminate automatically on midnight, January 31, 2011 without notice from either party to the other.

Local Union 148-462
American Federation of Musicians
of the United States and Canada

Company:

By: _____
Authorized signature

By: _____
Print name and title

Signature: _____

cc: American Federation of Musicians
AFM-EPF

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ADDENDUM A

I. SESSION FEES

A. Basic Session

The minimum basic session fee shall be: ..\$80.00 per hour with a two (2) hour minimum call.

B. Overdubbing/Sweetening

A sidemusician who overdubs or sweetens shall be paid at the rate of:\$80.00 per hour with a one (1) hour minimum call.

C. Overtime

Overtime150% scale per quarter-hour or part thereof

D. Leader or Single Musician

Leader or single musician shall receive not less than200% of the applicable sidemusician scale.

E. Contractor

The contractor fee (if applicable) shall receive not less than:.....200% of the applicable sidemusician scale.

F. Doubling

When a musician plays one or more doubles during any session or during any unit of overtime or both:25% of the applicable session rate and the overtime related thereto for the first double, and.....15% for each double thereafter.

G. Length of finished product per session:

No more than thirty (30) minutes of finished product per hour of recording time; no limit on live performances.

H. Other Recording Conditions Cartage, premium, cancellations, etc.

CONDITION	RATE
Cartage	At current Local 148-462 rates
Rest Period.....	10 minutes per hour
Work Dues	<u>4%</u> Local work dues of scale wages
If recording a live performance.....	Current applicable Local 148-462 scale for the performance shall be paid in addition to the wage for recording, but cartage need only be paid for the live service.

II. MUSIC PREP

Payment for arranging/orchestration shall be: ...At current Local 148-462 rates
(see attached invoice)

Payment for copyist shall be:.....At current Local 148-462 rates (see attached invoice)

III. PENSION CONTRIBUTION

Pension contribution shall be:.....10% of all scale wages earned shall be paid as indicated in Provision #13 of this Agreement.

IV. HEALTH & WELFARE (Check One)

Not Applicable X.