



# AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

## SOUND RECORDINGS

### Limited Pressings & Digital Distribution Agreement for Canada

(June 1, 2006 – January 31, 2009)

**T** HIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

***-BETWEEN-***

\_\_\_\_\_ (Producer)

***-AND-***

Local \_\_\_\_\_  
The American Federation of Musicians  
of the United States and Canada (Local \_\_\_\_)

- 1) This Agreement sets forth the terms and conditions under which the above noted Producer may engage musicians for the production of sound recordings, for limited pressings (in the case of physical product) and limited distribution (in the case of digital downloads) as described in this Agreement.
- 2) It is agreed that only members of the American Federation of Musicians of the United States and Canada may be engaged under the terms of this Agreement.
- 3) A duly authorized representative of Local \_\_\_\_\_, upon presentation of proper identification, shall be granted access to the studio or other place where services are being performed hereunder.
- 4) It is agreed that under this Agreement, and for payment of fees as provided herein, the aggregate number of ***sound recording units*** will not exceed 3,000.

**Sound recording units** shall be calculated as follows:

- (i) For physical product (CD, tape, disk, etc.) – one unit – based on units manufactured, not on units sold.
- (ii) For digital downloads – 1/10 of one unit per downloaded track or track segment (10 downloaded tracks or track segments = 1 unit).

- 5) It is further agreed that when the total number of sound recording units exceeds 3,000, the Producer shall:
- (i) notify the Local \_\_\_\_ Office
  - (ii) sign a Letter of Adherence to the then current AFM Sound Recording Labor Agreement (SRLA) and
  - (iii) pay to the musician(s) who participated in those recordings the difference between the amount originally paid to them and the applicable national or international fee contained in the then current AFM SRLA.
- 6) The Producer shall keep accurate records of all production and sales of sound recording units. Upon request in writing from Local \_\_\_\_, the Engager shall allow the agent(s) of that Local to examine all records and accounts concerning all transactions with respect to sound recordings made under this Agreement.
- 7) This Agreement shall not be utilized for symphony orchestras, or new use sound track albums without prior approval of AFM's Vice President from Canada
- 8) Should a recording made under this Limited Pressings Agreement be utilized in whole or in part in any new product or medium, including but not limited to commercial announcements, underscoring for theatrical motion picture, television film, videotape or any other television production, the Producer shall enter into and shall fulfill all conditions required by the then current applicable AFM Agreement pertaining to such use, including but not limited to all fees and benefits.

#### EXHIBIT "A"

- |  |  |
|--|--|
| 1) FEES:                                   | \$50.00 per hour with a two (2) hour minimum call, except in the case of an over-dubbing session where the minimum call may be one (1) hour. |
| 2) OVERTIME:                               | to be pro-rated in one-half (1/2) hour segments.   |
| 3) LEADER OR SINGLE MUSICIAN:              | additional 50%.  |
| 4) LENGTH OF FINISHED PRODUCT PER SESSION: | not more than seven and one half (7 1/2) minutes per hour.   |
| 5) REST PERIODS:                           | ten (10) minutes per hour.   |

6) AFM-EPW FUND (CANADA)

CONTRIBUTION: 10% over and above all minimum fees.

7) MUSIC PREPARATION:

When necessary, use fees as outlined in the CBC-AFM Agreement.

8) LENGTH OF AGREEMENT: June 1, 2006 to January 31, 2009.

The above terms and conditions are agreed to.

\_\_\_\_\_  
(Local \_\_\_\_\_, AFM)

\_\_\_\_\_  
(Producer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date