

MUSICIANS' UNION, LOCAL#
AMERICAN FEDERATION OF MUSICIANS, AFL-CIO
LIMITED PRESSINGS AGREEMENT (NON-SYMPHONIC)
EXP. JANUARY 31, 2010

1. This Agreement is made and entered into by and between, hereinafter called the "Producer", and **Local Union _____** 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.
- 6A. The Producer shall give advance notice to the Local Union of all Sessions called under this Agreement.
- 6B. 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 compensation to musicians and pension and health and welfare 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.

Musicians Union, Local#
Phonograph Record Limited Pressings Agreement
(Non-Symphonic)

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 Sound Recording which, through one or more Pressings, reaches an aggregate production (including any sales of digital downloads) in excess of ten thousand (10,000) units, or should the recording of any theatrical production which was produced as a cast album under the auspices of this Agreement as a non-Broadway, non-"Tony" eligible cast album subsequently become a production eligible for a Tony award or appear in any theater as a production under the terms and conditions of the collective bargaining agreement between Local 802 and the League of American Theatres and Producers ("Broadway production"), 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 upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of

Musicians Union, Local#
Phonograph Record Limited Pressings Agreement
(Non-Symphonic)

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.

12. Additional Terms and Conditions (Addendums "A" and/or "B") 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" or "B", whichever is applicable) 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 11% 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. In the event of a dispute over the terms and conditions of this Agreement, or in regard to any payment required by this Agreement, either Party shall have the right to submit the dispute to arbitration before the American Arbitration Association, the costs of such arbitration to be equally shared by the Parties. The decision of the arbitrator shall be binding upon both Parties and shall not be subject to Court review, except that either Party may petition an appropriate Court for the enforcement of an award, if necessary.

16. This Agreement shall be in full force and effect from _____ to and including January 31, 2010, and, except as set forth above, shall terminate automatically on midnight, January 31, 2010 without notice from either party to the other.

Local Union # _____
AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA:

COMPANY:

(Address)

BY: _____
(Authorized signature)

(Phone)

BY: _____
(Print name and title)

Signature: _____