

AMERICAN FEDERATION OF MUSICIANS LOCAL 47
OF THE UNITED STATES AND CANADA AFL-CIO/CLC
LIMITED PRESSINGS AGREEMENT (NON-SYMPHONIC)

The Local must be notified in advance of the session and a session number assigned to the project or standard AFM recording rates will apply to the wages of all participating musicians.

1. This Agreement is made and entered into by and between _____
herein after called the "Employer", and AFM Local 47 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local" and relates solely to the Sound Recording project identified as:

(Album Artist) _____ (Project Title) _____

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 digital or analog sound recordings, tapes, 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 and shall *not* be utilized for any other purpose whatsoever (eg: live performance, soundtrack album, original cast album, symphony orchestra recording or underscoring for motion pictures, theatrical films, television film, videotape, jingle or live television production, etc.) other than for sale to the public as a sound recording. For the purpose of digital downloads, each album sold will count as one unit towards the 10,000 unit limit. Each download less than a full album will count as a full unit.

3. The Employer recognizes the Local 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.

4. Any Musician who is a member of the Local on the effective date of this Agreement or who becomes a member of the Local during the term of this Agreement shall, as a condition of employment, remain a member in good standing of the Local as that term is defined in applicable federal law. Any Musician who, on the effective date of this agreement, is not a member of the Local shall, no later than the 30th day after the effective date of this agreement, become, and remain, a member in good standing of the Local as that term is defined in applicable federal law. Any Musician hired by the Employer after the effective date of this Agreement shall, as a condition of employment, become a member in good standing of the Local, as that term is defined in applicable federal law, no later than the 30th day following the date of his first service for the Employer.

5. The Employer 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 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 Employer shall give 48 hours advance notice to the Local of all Sessions called under this Agreement.

6B. A completed **B-9 Report Form** shall be filed by the Employer or its designee with the Local and shall accompany each payment required under this Agreement for each recording session within 15 days of the engagement.

6C. The Employer shall provide a CD of the release to the Local.

7. Representatives of the Local and/or the Federation shall have access to the place of recording for the purpose of conferring with the musicians and enforcing the terms of this Agreement.

8. If the 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 corporation, or other business entity, 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 or distribution of a Sound Recording in excess of ten-thousand (10,000) units as provided in the succeeding section 9.

9. The Employer 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 the 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, the Employer shall not be further liable for payments required under section 9 for that particular recording, except for pressings made by the Employer.

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 in excess of ten thousand (10,000) units, the Employer shall within 90 days inform the Local of that fact and further agrees to enter into and fulfill all conditions, including any additional compensation due to the participating musicians required by the then current Sound Recording Labor Agreement of the Federation and 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 Employer 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 said obligations.

9B. Without limitation by the duration of this Agreement, the Employer shall:

- (i) Keep and maintain accurate records and accounts concerning all pressing, distributions, uses and exploitations of and 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 a written report with respect to all recordings made under this Agreement containing all information pertaining to number of pressings, distributions and sales of recordings referred to in the preceding paragraph.
- (iii) Upon request in writing from the Local, at least five (5) days before the date of examination, allow the designated agent(s) of the Local to examine, during reasonable business hours, all records and accounts concerning all transactions with respect to recordings made under this Agreement.

9C. In the event the Local is required to initiate any grievance, under Paragraph 14 of this Agreement, to enforce any of the provisions and undertakings set forth in this Paragraph 9, and such grievance is submitted to final and binding arbitration with the Local adjudged as the prevailing party therein, the Local, in addition to any other relief granted by the arbitrator, shall be awarded the total amount of the attorneys' fees it has incurred in the prosecution of such grievance and arbitration.

10A. In the event the Employer utilizes, distributes or in any other way exploits the music produced hereunder for any purpose not expressly set forth in this Agreement (e.g. "new use" such as use in connection with a motion picture soundtrack; television production; commercial announcement production; distribution of more phonograph/compact disc units than allowed for under the terms of this Agreement; etc.) the Employer shall pay to or on behalf of all musicians who rendered services in the preparation, production and recording of all music recorded under and pursuant to this Agreement, all amounts (excluding Health and Welfare, but including AFM &EP Fund and Film Musicians Secondary Markets Fund as applicable) that would be required under the applicable AFM agreement and /or Local 47 agreement (using terms which are then in effect), as though the recordings were originally made for the purpose set forth in such applicable AFM and or Local 47 agreement. Provided, further, that in connection with the undertakings set forth in this Paragraph 10(A), it expressly agreed that in the event the Employer utilizes, distributes or in any other way exploits the music produced and recorded under this Agreement for any purpose not covered by this Agreement, it shall become – not more than ten (10) days after written demand from Local 47 to do so – a signatory to any and all AFM or Local 47 Agreements that cover or pertain to the Employer's other use, distribution and/or exploitation of the music covered by this Agreement.

10B. Local 47 and the Employer further agree that in the event the Employer sells, transfers, licenses or in other manner allows or facilitates another business entity and/or natural person to utilize or exploit the recordings covered by this Agreement for any purpose whatsoever, then the Employer shall (i) provide - not less than forty-five (45) days prior to the anticipated completion of such sale, transfer, licensing, etc. - Local 47 with written notice of such sale, transfer, licensing, etc., and (ii) require - as an express condition of such sale, license, transfer or other exploitation of the music covered under this Agreement - the purchaser and/or transferee to enter into a separate agreement through which said transferee specifically adopts and agrees to be bound the terms of this Agreement, including, but not limited to, the undertakings and obligations set forth in Paragraph 10(A), above. In the event the Employer breaches the obligations set forth in this Paragraph 10(B), it shall become liable and responsible for all amounts that otherwise would be due from and on behalf of such purchaser and/or transferee.

10C. In the event the Local is required to initiate any grievance, under Paragraph 14 of this Agreement, to enforce any of the provisions and undertakings set forth in this Paragraph 10, and such grievance is submitted to final and binding arbitration with the Local adjudged as the prevailing party therein, the Local, in addition to any other relief granted by the arbitrator, shall be awarded the total amount of the attorneys' fees it has incurred in the prosecution of such grievance and arbitration.

11. Additional Terms and Conditions (Addendum "A") For the services rendered by the musicians covered by this Agreement in the making of recordings, the Employer 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.

12. The Employer, in signing this contract, or having same signed by a representative, acknowledges 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 its liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.

13. The Employer agrees to become a party signatory and to be bound by the AFM Local 47 and Employers' Health and Welfare Trust Agreement of February 12, 1970 (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to that Fund on behalf of each Musician it employs at the rate of 12% of that Musician's scale wages.

14. The Employer agrees to become a party signatory and be bound by 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, an amount equal to 11% of the Limited Pressings 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 15th, 2010, which is incorporated herein by reference.

15. Any claim or controversy arising out of this Contract in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason, including but no limited to the arbitrability of any dispute arising between parties, shall be submitted to binding arbitration. Either party may request arbitration within 180 days of its first obtaining knowledge of the circumstances giving rise to the claim or controversy. Notice of request for arbitration shall be sent in writing to the other party and to the

Local, which shall send a written Arbitration Option Form to the Purchaser. Unless either party notifies the Local in writing of any changes in its address, a notice by personal service or by certified mail to the address given by that party in this Contract shall be deemed adequate notice of request for arbitration, notice of list of arbitrators, and notice of hearing.

Upon receipt of the written Arbitration Option form, the Purchaser shall choose one of the arbitration procedures set forth below and shall advise the Local in writing of its choice within 15 days of the date of the request for arbitration. If the Purchaser fails to notify the Local within this time limit, the Local shall have the right to choose which of the arbitration procedures shall be used or, alternately, may choose to pursue a claim arising under this Contract in Small Claims Court for any amount within the jurisdiction of Small Claims Court.

Option No.1 - Hearing Board: The claim or controversy shall be forwarded to the Hearing Board of the Local for processing in accordance with the Bylaws of the Local. The arbitration services of the Hearing Board shall be available at no cost to either party. All rulings and awards made by the Hearing Board in arbitration shall be final and binding upon all parties to the dispute.

Option No.2 - Federal Mediation and Conciliation Service: The Local shall send for a list of arbitrators from the Federal Mediation and Conciliation Service, and the Local and the Purchaser shall choose an arbitrator therefrom. If the Purchaser fails to contact the Local within 15 days from the receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, then the Arbitrator will be chosen by a representative of the Federal Mediation and Conciliation Service. In any arbitration conducted under this Option, the Rules for Labor Arbitration as promulgated by the Federal Mediation and Conciliation Service shall apply. The Local and the Purchaser shall share equally the cost of the Arbitrator and the administrative cost of the Federal Mediation and Conciliation Service. At the hearing, a court reporter may be present at the expense of the requesting party. If either party has been duly notified of the arbitration hearing and fails to appear, the Arbitrator shall be authorized to hear evidence presented by the party appearing and to render a decision. The decision of the Arbitrator shall be final and binding upon all parties of the dispute.

If either party is found through either of the above Options to have breached this Contract, that party shall pay 12% annual interest of the principal amount of any monetary damages awarded for such breach from the date of the breach to the date of the arbitration award. Either party may seek to enforce an award rendered under either of the above Options as provided either by the California Code of Civil Procedure or the Federal Court of competent jurisdiction. If court action is needed to obtain compliance by the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgment at annual rate of 12%, and shall pay reasonable attorney's fees.

This Agreement shall be in full force and effect from _____ to and including **March 31, 2018**, and, except as set forth above, shall terminate automatically on midnight, **March 31, 2018** without notice from either party to the other. The terms and conditions of this Agreement will apply in perpetuity to any recordings made under this Agreement.

FOR THE LOCAL:

FOR THE EMPLOYER:

	
Titled Officer/ EMD Administrator	<i>Date</i>
817 Vine Street Hollywood CA 90038	
<i>Address</i>	
323.993.3170	Erick.Cruz@ProMusic47.org
<i>Phone</i>	<i>Email</i>

<i>Employer Name</i>	
<i>Signature</i>	
<i>Print Name</i>	<i>Date</i>
<i>Address (PO Box not acceptable)</i>	
<i>Phone</i>	<i>Email</i>

LIMITED PRESSING AGREEMENT
ADDENDUM "A"

- Wage Scales:** **Sixty-Four Dollars (\$64.00)** per hour with a two (2) hour minimum call, except in the case of an over-dubbing where the minimum call may be one (1) hour.
- Overdubbing:** 50% of base scale for the 2nd and each additional track.
- Overtime:** To be prorated in one-half (1/2) hour segments.
- Leader/Contractor:** Leader, contractor or single musician shall receive not less than 150% of base scale. If twelve or more musicians are employed a contractor is required.
- Doubles:** The first double shall be paid at 25% of base scale and 10% for each double thereafter all other provisions as per Local 47 Wage Scales and Rules and Regulations (see pages 2 & 24).
- Finished Product:** No more than seven and one-half (7 ½) minutes of music per one (1) hour session.
- Rest Period:** Ten (10) minutes per hour.
- Payroll Requirement:** **The Employer acknowledges liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.**
- Pension:** Shall be an additional 11% of gross scale (including overtime and doubling) made payable to AFM-EP Fund.
- Health & Welfare:** Shall be an additional 12% of gross scale (including overtime and doubling) made payable to Local 47 H&W Fund.
- Cartage:** A cartage fee of Thirty Dollars (\$30.00) for large instruments (harp, Timpani etc.) and \$10.00 each for medium sized instruments (amplifiers, drums, string bass, baritone sax, etc.)
- Music Prep:** The scale for all music preparation services shall be Fifty Percent (50%) of the rates set forth in the current Sound Recording Labor Agreement of the Federation.
- Cancellation:** A session, once called, shall not be canceled, postponed, or otherwise rescheduled less than seven (7) days prior to the date of the session. In the event of an emergency a session may be canceled, postponed or otherwise rescheduled upon shorter notice with the consent of the Office of the Local President.
- Payment:** Payment of wages shall be made not later than fifteen (15) working days following the engagement. Wages not paid within this time period shall be subject to a late payment penalty of five percent (5%) of the amount due plus an additional five percent (5%) for each additional 15-day period that the payments are late. Payment of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15th day of the month following the month of the engagement. Benefit contributions not paid within this time period shall be subject to liquidated damages of fifteen percent (15%) of the amount due plus an additional fifteen (15%) for each additional month the payments are late. An extension of these time limits for good cause may be approved by the Local's Executive Board.

DEFINITIONS

The following definitions shall apply to this Agreement:

Sound Recording shall mean any device (including any not yet developed) for the storage of sound data—digital or analog—intended for Pressing.

Pressing shall mean any reproduction of a Sound Recording, through the medium of disk or tape or other device, the units of which are intended for and/or available for sale and/or other distribution.

Limited Pressing shall mean a Pressing or series of Pressings of a non-symphonic Sound Recording—other than a new-use soundtrack album or any recording intended for use as underscoring for any motion picture theatrical film, television film, videotape, or live television production—the aggregate production of which shall not consist of more than ten thousand (10,000) units.

Session shall mean a period of time during all or part of which a Musician's services are required for recording.

Project shall mean the final product for which one or more Sessions were held under this agreement, and which is available for Pressing.

Overtime Period shall mean any one half-hour period, or portion thereof, immediately following a Session or another overtime period during all or part of which a Musician's services are required for recording.

Doubling shall occur when a Musician is required to play more than one instrument in a Session with the exception of instruments within the following respective groups: The playing of any second instrument shall be construed as doubling, except that in the case of Percussion instruments the instruments shall be considered in categories, and the playing of instruments within a single category shall not be regarded as a double. The categories shall be:

- 1) Drum Set, including cowbell and woodblock
- 2) Timpani
- 3) Chimes
- 4) Vibraphone
- 5) Mallet Keyboards other than chimes or vibraphone, including orchestra bells, marimba, and xylophone.
- 6) Accessory Percussion (except when included as part of a drum set), including anvil, bass drum, bamboo wind chimes, bell plate, bird whistles, boat whistlers, brass wind chimes, gong, jingle sticks, piatti cymbals, pop gun, ratchet, ship's bell, slap-stick, sleigh bells, slide whistle, snare drum, tabor, tambourine, tam tam, temple blocks, tom tom, triangle, washboard, woodblock.
- 7) Latin Instruments, including a-go-go bells, bongos, cabasa, castanets, cencerro (Latin cowbell), chocalho (shaker) claves, Congo drums, cuica, guiro (scratcher, jawbone (quijada), maracas, maraca sticks, pandeiro, puelli sticks, reco reco, sand blocks, timbales, vibraslap.

Overdubbing shall occur when a Musician is required to record additional tracks for a Project covered by this Agreement for use with tracks recorded at a Basic Session. No overdubbing of other tracks shall be permitted without the express prior approval of the Local. Or when a musician is required to record multiple parts in a single session, the final product of which could not be performed by a single musician in real-time.

SMALL ENSEMBLE RECORDING shall cover recorded music performed by **chamber ensembles, big band groups** or other **small ensembles** consisting of not more than twenty-four (24) musicians, in which each musician performs a unique part without any Overdubbing or Stacking. No more than fifteen (15) minutes of recorded music allowed per hour. Prior approval of Local 47 board is required.

Location Recording The Employer agrees to become signatory to the Limited Pressing Agreement prior to making any recording of a public performance. All musicians must be notified in advance that their performance will be recorded under the terms and conditions of the Limited Pressing Agreement. Musicians must be paid for the number of hours of recorded concert but no less than the two-hour minimum described in the Agreement. During any day, no more than the length of the actual performance shall be recorded. Each hour of recorded product shall permit the release of up to seven and one-half (7 1/2) minutes of finished product on a sound recording. The Employer will make additional payments equal to the hourly rate of pay for each seven and one-half (7 1/2) minutes of recorded music (or fraction thereof) that are released or in any way distributed. Payment of these additional wages must be made not later than fifteen working days from the aforementioned date (release/distribution date) or late payments as set forth in this Agreement will apply. The Employer will be given credit for the recording hours paid for at the time of the original session.

Contract: A completed B-9 contract must be filed for all recordings made under the Limited Pressing Agreement.