

AFM Local 47 and #listenLA present:



#listenLA  
The best music is made here in Los Angeles. listen.la.com

# low-budget music workshop

## for film, TV & sound recording



**Learn the ins and outs of low-budget recording contracts, from start to finish!**

# What is Low Budget?

- ▶ Quite simply, low budget means that the lower your recording project budget is, the lower are the minimum scale wages required to employ musicians under union contract.

# Terms to Know:

- ▶ Collective Bargaining Agreement (CBA)
  - ▶ Union employment contract

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- ▶ Letter of Acceptance (LOA)
  - ▶ Executed signature page in which an employer agrees to abide by the terms & conditions of a CBA

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  - ▶ Executed signature page in which an employer agrees to abide by the terms & conditions of a CBA
- ▶ **Signatory**
  - ▶ Employer who has signed an LOA to an AFM contract or Local CBA

# Terms to Know:

- ▶ B-Form

- ▶ Musicians engagement report form, or “session report.”

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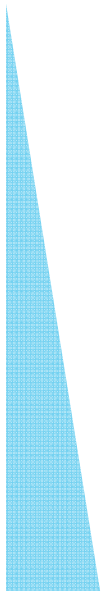
- ▶ Top Sheet

- ▶ Line-item summary of a budget.

# Low-Budget AFM Contracts

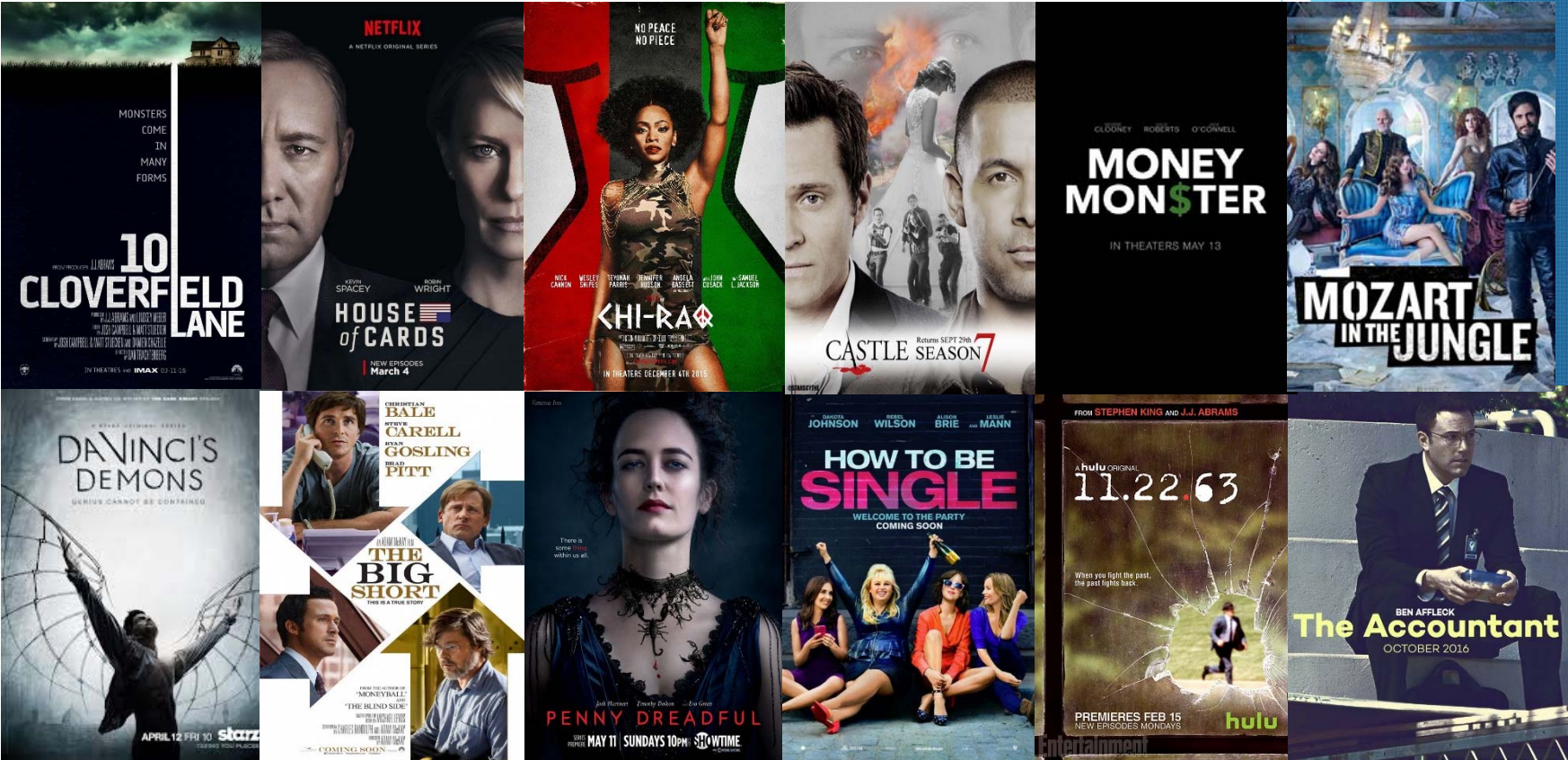
3 major categories:

- ▶ Motion Picture
- ▶ Television Film
- ▶ Sound Recording





# Low-Budget Motion Picture & TV Film

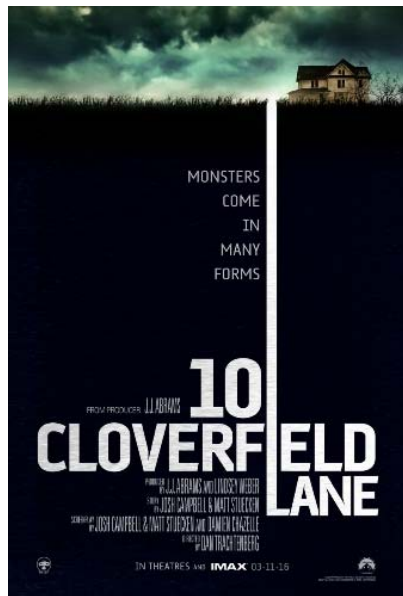




What types of projects are  
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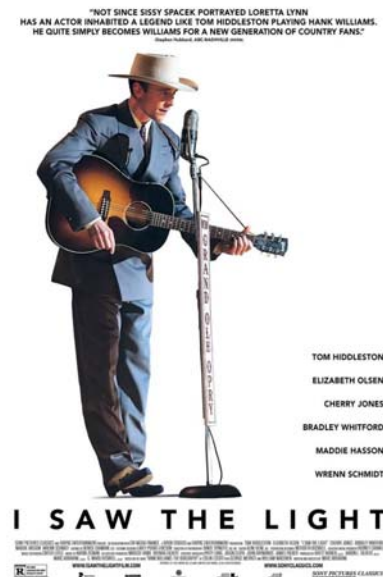
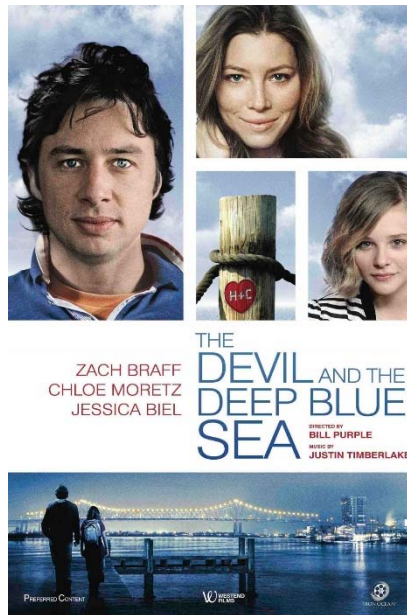
- ▶ Motion Picture
  - ▶ Low-Budget Major Theatrical Releases (\$45 million)



# What types of projects are covered by low-budget contracts?

## ► Motion Picture

### ► Low-Low Budget Theatrical Releases (\$15 million, 15 musicians)



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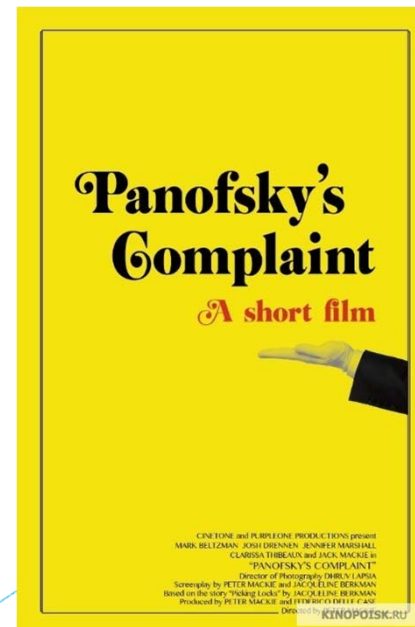
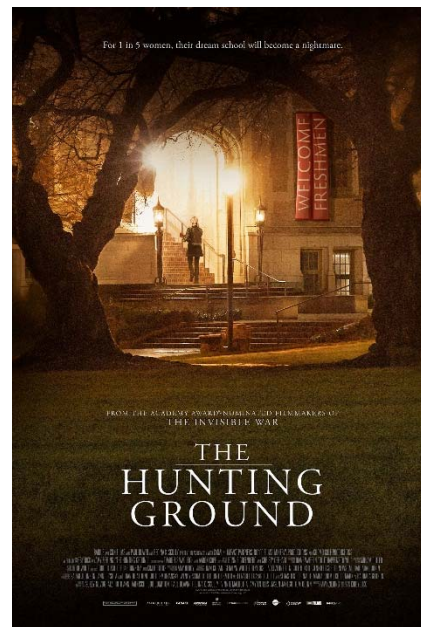
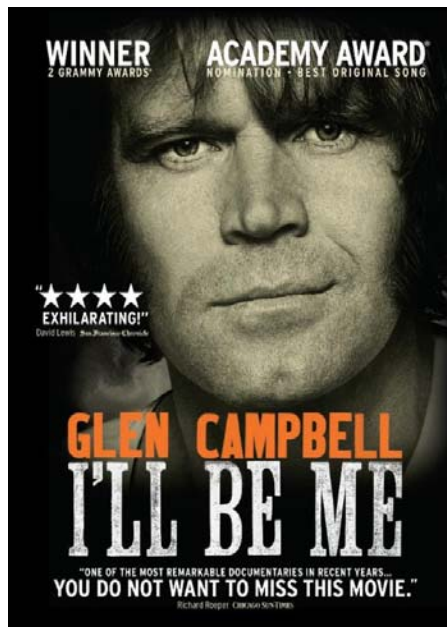
- ▶ Motion Picture

- ▶ Ultra-Low Budget Theatrical Releases (\$2 million, 7 musicians)



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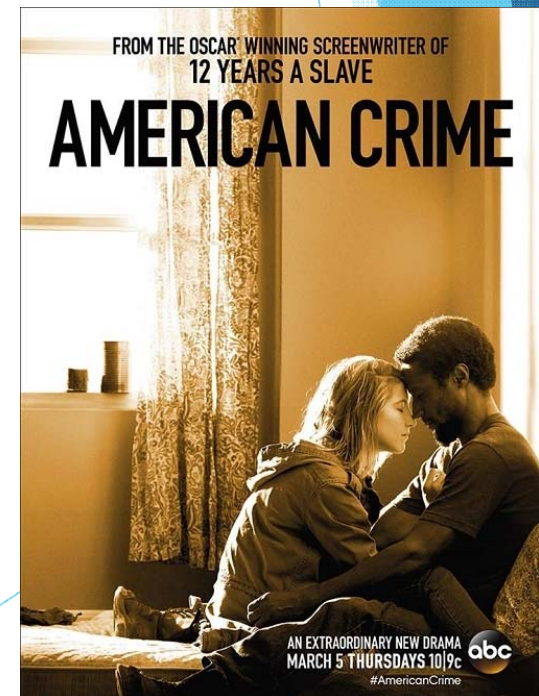
- ▶ Motion Picture
  - ▶ Independent & Festival Films (\$2 million)



# What types of projects are covered by low-budget contracts?

- ▶ TV Film

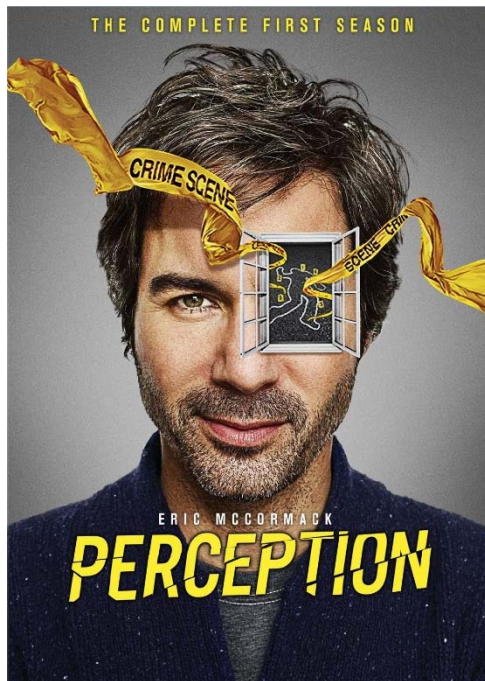
- ▶ Network



# What types of projects are covered by low-budget contracts?

- ▶ TV Film

- ▶ Basic Cable





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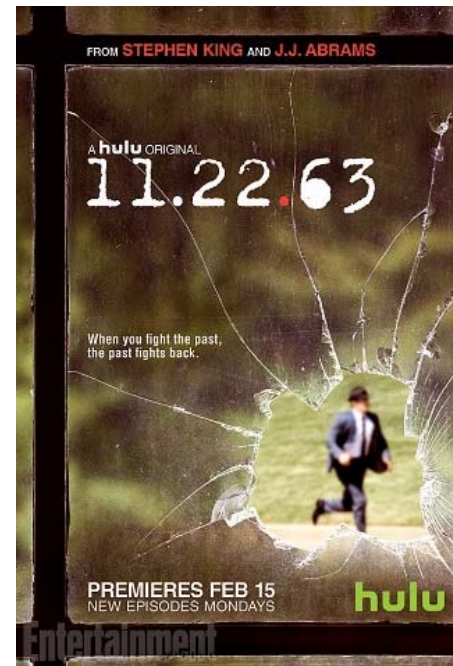
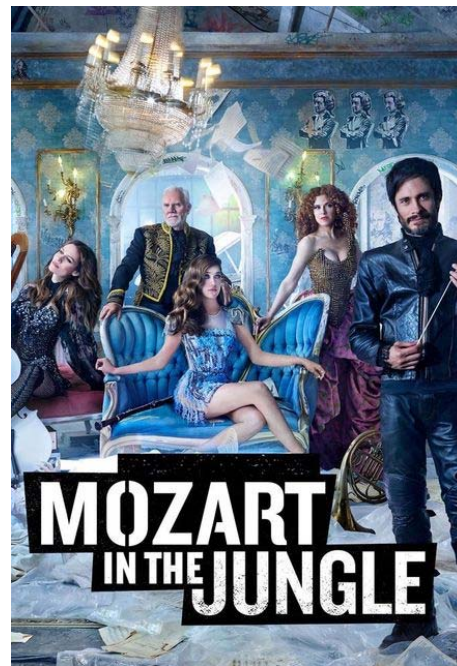
- ▶ Premium Cable (Pay TV)



# What types of projects are covered by low-budget contracts?

## ▶ TV Film

### ▶ New Media



# Low-Budget Motion Picture/TV Film

## **LOW BUDGET MOTION PICTURE CHECKLIST**

The following information should be included in your low budget request letter.

1. Name of Motion Picture (Indicate Either Theatrical or Television Film)
2. Production Company Name and address
3. Contact: (Name, phone and fax numbers)
- 4.. Motion Picture Length in hours/minutes: \_\_\_\_\_ (best estimate)
5. Film's Initial estimated cost (please submit budget "top sheet" with this form)
6. Leader/Composer's Name

# Low-Budget Motion Picture/TV Film

7. Contractor's Name, Phone and Fax Numbers (if applicable)
8. Date(s) & Location of Session(s)
9. Estimated Number of Musicians
10. Signatory of Record (**if** producing company **is** an AFM signatory) **or**
11. Payroll Company (i.e. Signatory of Record for the Session if producing company is not a signatory) Contact (Name, phone and fax numbers)
12. A payroll assumption agreement signed by both parties, with a **legible** signature and **name and address, and phone number** of production company
13. Buyer or Distributor of film (if known at time of session)

# Low-Budget Motion Picture/TV Film



## American Federation of Musicians *Low Budget Summary* *Motion Picture Television Film* *April 5, 2015 – April 4, 2018*

**TERM** – Scale wages effective April 05, 2015 to continue through April 4, 2018 and to run concurrently with the Basic Theatrical Motion Picture and Television Film Agreement.

**REQUIREMENTS:**

A. This agreement shall apply only to theatrical motion pictures whose final cost does not exceed the following:

04/05/15 – 04/04/18	\$45,000,000
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B. Motion pictures produced for basic cable (i.e., USA Network, Lifetime, etc.) & long-form television motion pictures (i.e., 90 minutes or longer):

	Per Programming Hour
04/05/15 – 04/04/18	\$5,000,000

# Low-Budget Motion Picture/TV Film

C. Motion Pictures initially released to videocassette that are 61 minutes or longer:

	Per Programming Hour
04/05/15 – 04/04/18	<b>\$7,500,000</b>

D. Motion pictures produced for pay cable (i.e., Showtime, HBO, etc.) are approved on a case-by-case basis subject to prior written approval of the Federation.

	Per Programming Hour
04/05/15 – 04/04/18	<b>\$5,000,000</b>

## THEATRICAL & TELEVISION FILM WAGES: - Per sidemusician as follows:

A. Regular Sessions

	3 Hr. Minimum	Per Hour
4/5/2015-4/2/2016	<b>\$202.49</b>	<b>\$67.50</b>
4/3/2016 –4/1/2017	<b>\$206.54</b>	<b>\$68.85</b>
4/2/2017-4/4/2018	<b>\$210.67</b>	<b>\$70.22</b>

B. Multi-Tracking Rates Per Hour

	1 Musician 3 Hr.Min.	2+ Mus. 3 Hr.Min.
4/5/2015-4/2/2016	<b>\$254.96</b>	<b>\$224.97</b>
4/3/2016 –4/1/2017	<b>\$260.06</b>	<b>\$229.47</b>
4/2/2017-4/4/2018	<b>\$265.26</b>	<b>\$234.06</b>

# Low-Budget Motion Picture/TV Film

**THEATRICAL WAGES (New) \$15 Million and Under (15 or more musicians) or \$2 Million and Under (7 or more musicians) - Per sidemusician as follows:**

A. Regular Sessions

	3 Hr. Min.	Per Hour
4/5/2015-4/2/2016	<b>\$174.11</b>	<b>\$58.04</b>
4/3/2016 -4/1/2017	<b>\$177.59</b>	<b>\$59.20</b>
4/2/2017-4/4/2018	<b>\$181.14</b>	<b>\$60.38</b>

B. Multi-Tracking Rates Per Hour

	1 Mus. 3 Hr.Min.	2+ Mus. 3 Hr.Min.
4/5/2015-4/2/2016	<b>\$219.25</b>	<b>\$193.48</b>
4/3/2016 -4/1/2017	<b>\$223.64</b>	<b>\$197.35</b>
4/2/2017-4/4/2018	<b>\$228.11</b>	<b>\$201.30</b>

**CALL:** - All musicians, including Music Preparation, shall be notified when they are initially engaged that the terms of such engagement shall be governed by the "low budget" provisions.

**DOUBLING:** - 1st Double - 50% of basic rate extra, 2nd Double - 20% of basic rate extra for second and each subsequent double.

**MUSIC PREPARATION:**

A. Copyists and Orchestrators shall be paid per the applicable low budget page rate.

# Low-Budget Motion Picture/TV Film

## **SOUNDTRACK ALBUMS FOR PRESSINGS OF 15,000 OR FEWER**

- A. Creation of B-Form contemporaneous with release reflecting 50% of SRLA.
- B. Credits and Promotional copies due to AFM.
- C. Producer must inform the AFM
- D. 50% of SRLA due when sales reach 15,000 units

## **SOUNDTRACK ALBUMS FOR PRESSINGS OF 25,000 OR FEWER**

- A. Initial payment at 25% of basic regular SRLA
- B. Additional 25% of basic regular SRLA for pressings in excess of 25,000.
- C. Additional payments in accordance with the CBA.
- D. Special Soundtrack Options apply

This Wage Summary Sheet is provided for illustration purposes only. In the event there is a discrepancy between the worksheet and the Basic Theatrical Motion Picture Agreement or the Basic Television Motion Picture Agreement, the Agreement will control.



# Low-Budget Motion Picture/TV Film

**VACATION PAY:** The vacation pay provisions of the CBA shall not apply.

**PENSION FUND CONTRIBUTION:** 11.44% (effective June 1, 2010)  
11.99% (effective April 1, 2011)

**HEALTH AND WELFARE FUND CONTRIBUTION:**

A. INSTRUMENTALISTS

Effective July 29, 2012 the contribution is \$4.045 per hour, based on 12-hour minimum for all employees (except those whose work is on a "Page Rate" basis) - per musician total is \$48.54 per day.

B. MUSIC PREP -H&W shall be paid in accordance with the following formula:

Effective July 29, 2012      Wages/Amount=hours  
Hours x \$4.045=contribution

Television Film	4/5/2015-4/2/2016	4/3/2016 -4/1/2017	4/2/2017-4/4/2018
Copyist:	\$16.28	\$16.61	\$16.94
Orchestrator:	\$25.08	\$25.58	\$26.09

Motion Pictures	4/5/2015-4/2/2016	4/3/2016 -4/1/2017	4/2/2017-4/4/2018
Copyist:	\$14.90	\$15.20	\$15.50
Orchestrator:	\$22.95	\$23.41	\$23.88

# Low-Budget Motion Picture/TV Film

## **ALL OTHER TERMS AND CONDITIONS:**

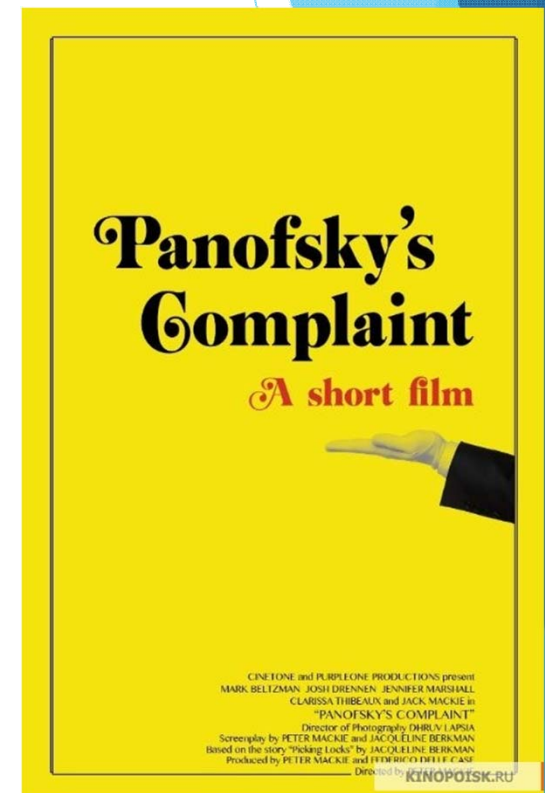
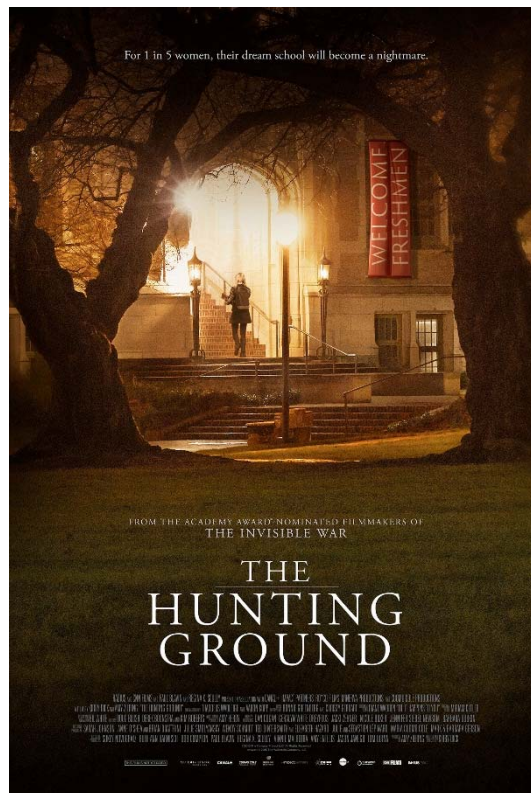
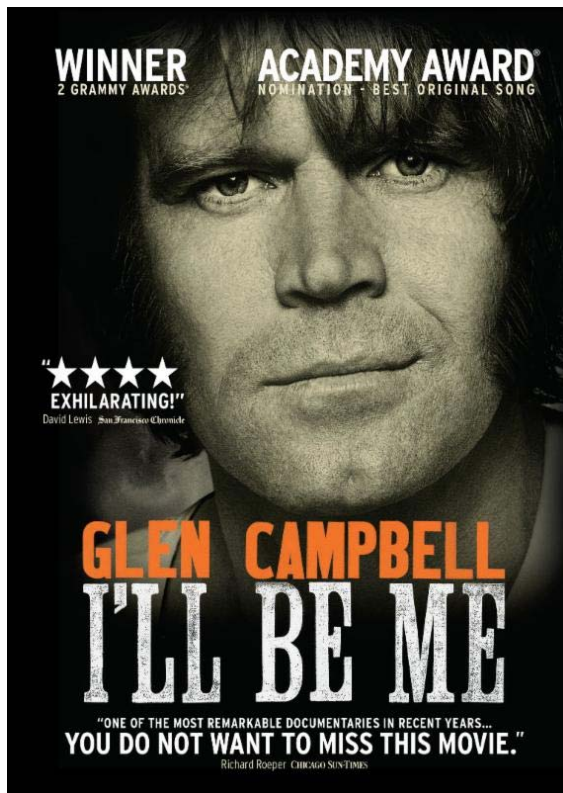
All other terms and conditions of the Basic Theatrical Motion Picture Agreement or the Basic Television Film Agreement are applicable.

## **REPORTING FOR THEATRICAL MOTION PICTURES ONLY**

The initial best estimate of final cost shall be certified by the head of production and shall be submitted to the Federation no later than 96 hours prior to the first scoring session for any such motion picture. The final estimated cost as of release must be certified by the head of production and submitted to the Federation within 30 days of release of any such motion picture. Failure to provide the final estimated cost within 30 days of release shall result in an automatic upgrade to full scale for all wages and benefits provided by the CBA.

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# Independent/Festival Films



# Independent/Festival Films

## **INDEPENDENT FILM / FESTIVAL FILM AGREEMENT CHECKLIST**

The following information should be included in your Independent Film / Festival Film request letter.

1. Name of producer / employer ( company name)
2. Address of producer / employer
3. Contact name (point person)
4. Telephone and email address of producer / employer
5. Title of the film
6. Date and location of the scoring session(s)
7. Name of Composer
8. Estimated budget of the film

# Independent/Festival Films

## Scope:

- ▶ Motion pictures budgeted at \$2 million or less and exhibited at film festivals.
- ▶ Direct presentation to prospective distributor/buyers, or commercially.



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323-461-5401 FAX 323-461-5409  
www.afm.org

DATE

NAME

EMPLOYER/PRODUCTION CO.

STREET ADDRESS

CITY, STATE, ZIP

### Independent Film/Festival Film Agreement

This is a special agreement ("Agreement") between the American Federation of Musicians ("AFM") and [Name of Producer] ("Producer") for the services of musicians in the production of the following motion picture: [title of picture] (the "Picture").

- A. Scope:** This Agreement shall apply to motion pictures budgeted at \$2,000,000 or less and exhibited at film festivals, through direct presentation to prospective distributor/buyers, or commercially.
- B. Scale:** Scale wages shall be as set forth in this (B) except as otherwise provided in (I) (Music Preparation) or (J) (Sideline Musicians).
- (1) Side musician scale for recording sessions shall be \$48.00 per hour (9 or fewer musicians); \$44.00 per hour (10-24 musicians); \$40.00 per hour (25 or more musicians), with a three-hour minimum session required.
  - (2) Leader and Contractor Scale shall be computed and paid at double the applicable side musician scale set forth in (1) above.
  - (3) Musicians playing electronic instruments (e.g. keyboards, synthesizer, etc.), may be hired at an Electronic Multi-Tracking (EMT) rate of \$160 per hour, which shall include all Doubles and Overdubs described in (D) and (E) below, if so notified when engaged for the session.
- C. Session Calls and Cancellations.** Sessions shall be a minimum of 3 hours; longer sessions are permitted and Double Sessions are permitted. A Double Session shall include a maximum of 7 hours recording within an 8 hour time span, and shall also include a minimum one (1) hour lunch break. Musicians once engaged, may not be cancelled with less than 96 hours notice.
- D. Overtime** shall be paid in 15 minute increments, pro-rated at the applicable rate in (B) above with a maximum of one (1) hour of guaranteed musician availability beyond original session call length ("hold hour"). Overtime beyond the hold hour pays at 150% using the applicable rate in (B) above, pro-rated in 15 minute segments, except for a Double Session. For a Double Session, recording during the hold hour (the 7<sup>th</sup> hour of recording within the 8 hour time span) pays at 120% and recording outside of the 8 hour time span pays at 150% using the applicable rate in (B) similarly pro-rated.

# Independent/Festival Films

## Scale Wages

- ▶ Side musician
  - ▶ \$48/hr (9 or fewer musicians)
  - ▶ \$44.00 per hour (10 -24 musicians)
  - ▶ \$40.00 per hour (25 or more musicians), with a three-hour minimum session required.
- ▶ Leader and Contractor: Double scale
- ▶ Electronic Multi-Tracking (EMT) Musician: \$160/hr
  - ▶ Includes all Doubles and Overdubs described if so notified when engaged for the session.



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# Independent/Festival Films

## Session Calls & Cancellations

- ▶ Sessions shall be a minimum of 3 hours.
- ▶ Longer sessions are permitted and Double Sessions are permitted.
  - ▶ Double Session shall include a maximum of 7 hours recording within an 8 hour time span, and shall also include a minimum one (1) hour lunch break.
- ▶ Musicians once engaged, may not be cancelled with less than 96 hours notice.



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# Independent/Festival Films

## Overtime

- ▶ Paid in 15-minute increments pro-rated at the applicable rate with one “hold hour.”
- ▶ Overtime beyond hold hour pays at 150%, pro-rated in 15-minute segments.

## Doubling

- ▶ Paid at 50% of scale for the First Double, and 20% of scale for the Second Double and each thereafter.



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# Independent/Festival Films

## Cartage

- ▶ \$30 & \$12

## Music Prep

- ▶ Paid as set forth for Low-Budget Films in Paragraph 63 of the current Basic Theatrical Motion Picture Agreement (\$2 million tier).



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# Independent/Festival Films

## Sideline Musicians

- ▶ \$194.73 (double for leader and contractor) per 8 hour day
- ▶ Overtime beyond 8 hours to be paid at time and a half in 15-minute increments.



American Federation of Musicians  
of the United States and Canada

AFL-CIO/CLC Affiliated

OFFICE OF THE PRESIDENT  
RAYMOND M. HAIR, JR.  
817 Vine St  
Hollywood, CA 90038  
323-461-5401 FAX 323-461-5409  
www.afm.org

DATE

NAME

EMPLOYER/PRODUCTION CO.

STREET ADDRESS

CITY, STATE, ZIP

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# Independent/Festival Films

## Pension Contribution

- ▶ 8% of scale wages to AFM & Employers' Pension Fund.

## Health & Welfare

- ▶ \$30.54 per day to each session musician and sideline musician.

## Music Performance Fund

- ▶ 3% of scale wages to Music Performance Fund.



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# Independent/Festival Films

## Report Forms

- ▶ B-7 musicians engagement report form to Electronic Media Division.

## Soundtrack Album

- ▶ Up to 5,000 copies without payment.
- ▶ Conditions:
  - ▶ Producer informs the AFM of such soundtrack release.
  - ▶ Lists musicians and AFM on liner notes
  - ▶ Provides the AFM with 25 copies of soundtrack upon release.
  - ▶ Violating these terms or sales in excess of 5,000 units will trigger payments under the AFM Sound Recording Labor Agreement as the AFM deems applicable.



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# Independent/Festival Films

## Promotional Use

- ▶ Notwithstanding Soundtrack provision, Producer may make reasonable use of musician images and soundtrack for:
  - ▶ Electronic press kits (EPKs)
  - ▶ Trailers
  - ▶ “Making of...”
  - ▶ News
  - ▶ Review
  - ▶ Or other similar promotional purposes.



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# Independent/Festival Films

## Use in Other Media

- ▶ Primary market for Picture is considered to be theatrical (whether or not such use occurs).
- ▶ If Picture is ever released for secondary commercial exhibition, Producer shall make payments as required under Film Musicians Secondary Markets Fund Agreement (1.8% of 20% of "Producer Gross" formula rate).



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# Independent/Festival Films

## AFM Approval

- ▶ Total estimated budget for Picture of not more than \$2 million (or other amount approved by the AFM) must be submitted in writing to the AFM no later than 96 hours in advance of the first session or sideline call, as applicable.
- ▶ Final budget must be provided to the AFM upon the AFM's request.



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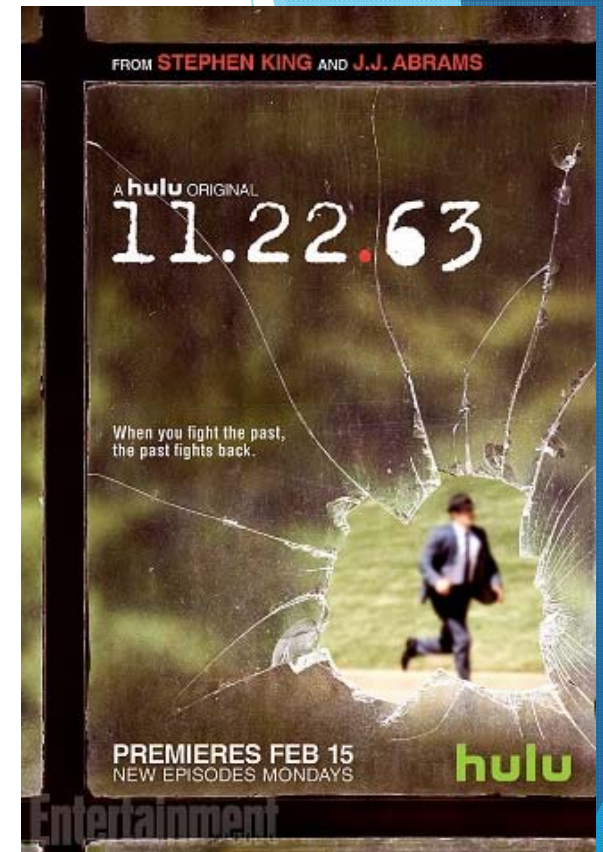
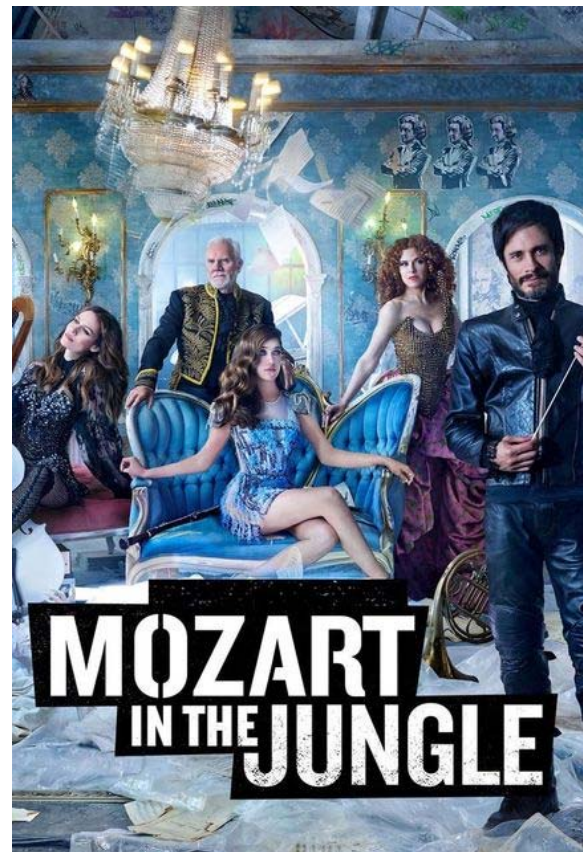
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# TV/Film New Media





# TV/Film New Media Side Letter

Productions made for:

- ▶ Internet
- ▶ Mobile Devices
- ▶ Other New Media

# TV/Film New Media Side Letter

## Terms & Conditions of Employment

- ▶ Freely negotiable between employee & producer (except pension, H&W).
- ▶ Productions less than \$25,000/minute:  
H&W only.
- ▶ Productions greater than \$25,000/minute:  
H&W and pension.

# B-7 Form



**AMERICAN FEDERATION OF MUSICIANS REPORT FORM**  
**FOR ALL MOTION PICTURES - THEATRICAL & TELEVISION FILM (STANDARD, NON-STANDARD & BASIC CABLE),**  
**INDUSTRIAL (NON-THEATRICAL-NON-TV), MISCELLANEOUS, LOW BUDGET FILMS**

RP/LA N<sup>o</sup>.

Date: \_\_\_\_\_  
 Title of Picture/Program and/or Prod. No.: \_\_\_\_\_  
 Title of Episode: \_\_\_\_\_  
 Episode No.: \_\_\_\_\_  
 Length of Program: \_\_\_\_\_  
 Producer: \_\_\_\_\_  
 Producer's Address: \_\_\_\_\_

AFM Project # \_\_\_\_\_  
 Assumption Agmt. On File (indicate parties & dates in memo box)

ADDITIONAL INFO

Check each category that applies.

<input type="checkbox"/> Network	<input type="checkbox"/> Non-Dramatic
<input type="checkbox"/> Syndicated	<input type="checkbox"/> Mini-Series
<input type="checkbox"/> Prime Time	<input type="checkbox"/> Animated Film
<input type="checkbox"/> Non-Prime Time	<input type="checkbox"/> Late Penalty Incl.
<input type="checkbox"/> Dramatic	

MEMO

---

**ORIGINAL SESSION**

Recording Date: \_\_\_\_\_ AFM Local No.: \_\_\_\_\_  
 No. of Musicians: \_\_\_\_\_  
 Recording Studio: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Hours of Employment: \_\_\_\_\_  
 Total Session Hrs.: \_\_\_\_\_

**RE-USE, DUBBING, NEW USE OR OTHER**

Original Report Form No.: \_\_\_\_\_  
 Original Recording Date: \_\_\_\_\_

Check 1 and only 1 from each of these two columns.

<u>Payment Type</u>	<u>Medium</u>
<input type="checkbox"/> Original Session	<input type="checkbox"/> Theatrical Motion Picture
<input type="checkbox"/> Sideline Only	<input type="checkbox"/> Television Film
<input type="checkbox"/> Sideline w/ Audio	<input type="checkbox"/> Non-Standard TV (Pay Cable) Film
<input type="checkbox"/> Excerpt Use	<input type="checkbox"/> Basic Cable TV Film
<input type="checkbox"/> New Use Phono	<input type="checkbox"/> Industrial
<input type="checkbox"/> New Use Other	<input type="checkbox"/> (Non-Theatrical-Non-TV)
<input type="checkbox"/> Emergency Track	<input type="checkbox"/> Low Budget Theatrical Film
<input type="checkbox"/> Unused Recording Hrs.	<input type="checkbox"/> Low Budget TV Film
<input type="checkbox"/> Trailer	<input type="checkbox"/> Direct to Cassette
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

SIGNATORY OF RECORD: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Pension Contributions To Be Paid By (if different): \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Conditions of employment shall be in accordance with the provisions contained in the Wage Scales, Hours of Employment and Working Conditions in the basic collective bargaining agreement executed between the A.F. of M. and the Signatory.

Representative of Employee's Signature \_\_\_\_\_

# B-7 Form

LOCAL UNION NO. CARD NO.	EMPLOYEE'S NAME (AS ON SOCIAL SECURITY CARD)			HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER (EID as applicable)	HRS. GUAR.	HRS. WK'D	SCALE WAGES (1)		PENSION	H & W WHERE APPLICABLE
	LAST	FIRST	INITIAL (Instrument(s))					CARTAGE	DBL		
1.			(LDR)						<input type="checkbox"/>		
									<input type="checkbox"/>		
2.									<input type="checkbox"/>		
									<input type="checkbox"/>		
3.									<input type="checkbox"/>		
									<input type="checkbox"/>		
4.									<input type="checkbox"/>		
									<input type="checkbox"/>		
5.									<input type="checkbox"/>		
									<input type="checkbox"/>		
6.									<input type="checkbox"/>		
									<input type="checkbox"/>		
7.									<input type="checkbox"/>		
									<input type="checkbox"/>		
8.									<input type="checkbox"/>		
									<input type="checkbox"/>		
9.									<input type="checkbox"/>		
									<input type="checkbox"/>		

Make Pension checks payable to AFM EP FUND and send direct with copy of contract to FDR Station, P.O. box 19155, Newark, NJ 07195-0155. Make TVF or MP checks payable to MPH&W and send to Local 47 with payroll. Make Non-Theatrical checks payable to Local 47 H&W and send to Local 47 with payroll.

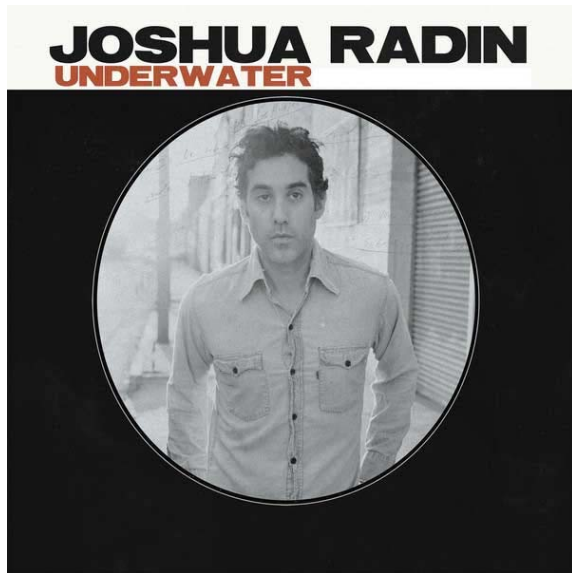
(1) Insert overscale wages being paid.  
Include all music prep. information on this form or continuation sheet, with copies of invoices attached.

**FOR FUND USE ONLY:**

TOTAL PENSION CONTRIBUTIONS

TOTAL H&W CONTRIBUTIONS

# Low-Budget Sound Recording



# Low-Budget Sound Recording Contracts

- ▶ Low-Budget Sound Recording Labor Agreement (SRLA)
- ▶ Limited Pressing Agreement
- ▶ Demonstration (Demo)

# Low-Budget SRLA

## LOW BUDGET SIDE LETTER TO THE AFM SOUND RECORDING LABOR AGREEMENT

### SUMMARY

1. **EFFECTIVE DATE** – JANUARY 13, 2014 – JANUARY 12, 2015 (*extended*)
2. **EXCLUSIONS** – This side letter agreement shall not be applicable to:
  - a. Musicians performing for symphonic orchestras.
  - b. Musicians performing on records produced in Canada.
  - c. Soundtracks and cast albums.
  - d. Location recordings, except for religious services in accordance with the Low Budget Side Letter Addendum to the Sound Recording Labor Agreement (“SRLA”).
3. **REQUIREMENTS**
  - a. Budgets computed for each full-length album\* shall include all costs customarily considered recording costs by the recording industry in this country, including (1) studio charges, (2) engineering, (3) tape, (4) mixing costs, (5) payments to musicians (including their travel expenses), (6) equipment rental, and (7) cartage (see checklist) but excluding producer and artist advances, art work, travel for artists and producers and mastering costs. The Company shall provide the Federation with a copy of the producer’s approved detailed budget 72 hours in advance of producing each album under this side letter agreement. Budgets must fall within the following amounts:

# Low-Budget SRLA

## **b. Budget Limits:**

- Tier 1 wages (regular): \$99,000
- Tier 2 wages (choral recordings/concept pieces):
  - \$99,000 for choral recordings (companion music for printed works)\*\*
  - \$40,000 for concept piece (primary focus is on concept, not featured artist)

If budget maximum is exceeded (except where the excess is attributable directly to the incapacity of an artist or producer, unanticipated increased mixing costs or an Act of God, including illness), the Low Budget Side Letter will not apply and the provisions of the SRLA will apply.

\*The applicable budget maximum for any project containing less than 12 tracks may be prorated on a per track basis. No track recorded under this provision may be used in any album that is not within the full Low Budget maximum.

\*\*With respect to choral recordings, contributions to the Sound Recording Special Payments Fund and Music Performance Fund shall not be required.



# Low-Budget SRLA

4. **WAGES** - Per side musician as follows:

## **Tier 1 – Regular sessions**

Effective	3-Hour Minimum	OT ½ Hour	OT ¼ Hour
	15 min. of recorded music max	5 minutes of recorded music	0 minutes of recorded music
January 13, 2014	\$223.23	\$74.42	\$37.20

## **Tier 2 – Choral recordings**

Effective	3-Hour Minimum	OT ½ Hour	OT ¼ Hour
	15 min. of recorded music max	5 minutes of recorded music	0 minutes of recorded music
January 13, 2014	\$185.03	\$61.68	\$30.84

## **Tier 3 – Concept Piece Production**

Effective	2-Hour Minimum	OT ½ Hour
	15 min. of recorded music max	5 minutes of recorded music
January 13, 2014	\$111.63	\$27.91

# Low-Budget SRLA

5. **OVERDUBS** - If two or fewer musicians are performing, the services of a leader shall not be required.
6. **OVERSCALE, DOUBLING, MULTIPLE PARTS, ETC.** - Based on above rates.
7. **MUSIC PREPARATION** - Arrangers, orchestrators and copyists shall be paid in accordance with the applicable rates set forth in the SRLA except that Health and Welfare contribution payments shall be in accordance with this Side Letter Agreement.
8. **PENSION FUND CONTRIBUTION** - 11.99% to AFM-EPF
9. **HEALTH AND WELFARE FUND CONTRIBUTION** - \$24.00 for each original service and \$19.00 for each additional service that day.

\*The 11.99% AFM-EP Fund rate is required under the rehabilitation plan adopted by the Board of Trustees of the AFM-EP Fund as required by law.

# Low-Budget SRLA

10. **SOUND RECORDING SPECIAL PAYMENTS FUND (“SRSPF”)/MUSIC PERFORMANCE FUND (“MPF”)** – Contributions required to SRSPF and MPF where sales of units exceed 25,000, except for choral recordings. Contributions also required to SRSPF on digital downloads pursuant to the terms established in the Memorandum of Understanding Digital Exploitation Term Sheet.
11. **ALL OTHER TERMS AND CONDITIONS** – All terms and conditions of the SRLA will apply to recordings made under the Low Budget Side Letter, except as otherwise provided in the Side Letter.
12. **REPORT FORM** – All payments made under the Side Letter shall be reported on a properly completed AFM B-4 Report Form. Completed report forms and payments must be submitted to the AFM local in whose jurisdiction the approved sessions takes place within the time limits set forth in the SRLA.

# Low-Budget SRLA

LOW BUDGET SIDE LETTER TO AFM SOUND RECORDING LABOR AGREEMENT  
- CHECKLIST -  
*(The following information must be submitted to the AFM office in New York at least 72 hours prior  
to the start of the recording session)*

NAME OF RECORD COMPANY

---

LABEL

---

NAME OF ARTIST

---

TITLE OF PROJECT

---

RECORDING CITY

---

START DATE

---

# Low-Budget SRLA

- 1 Studio charges - include dollar amount, number of days and hours
- 2 Engineering - Include dollar amount, number of days and hours.
- 3 Tape
- 4 Mixing costs - Include dollar amount, number of days and hours.
- 5 Payments to musicians (including their travel expenses).  
Please provide the number of anticipated sessions for each instrumentalists.
- 6 Include separately any payments for arrangers, orchestrators and copyists
- 7 Equipment rental
- 8 Cartage
- 9 Cost of background vocalists - any AFTRA scale (including studio charges)
- 10 All payroll expenses and employer share of taxes

**PLEASE SUBMIT DETAILED BUDGET TO PAT VARRIALE AT THE AFM @ (212) 764.6134**

# Low-Budget SRLA

## RECORDING BUDGET ESTIMATE FORM (For full Album project only)

- Companies may submit budget in form used in companies' normal course of business -

### RECORDING BUDGET ESTIMATE

Project \_\_\_\_\_  
Artist \_\_\_\_\_  
Producer \_\_\_\_\_  
Company \_\_\_\_\_  
# of sides \_\_\_\_\_  
Rec. city \_\_\_\_\_  
Start date \_\_\_\_\_

### LOW BUDGET

#### FORMAT: PHONO

\_\_\_\_\_ Tier 1 (Regular Low Budget)  
\_\_\_\_\_ Tier 2 (Choral Recording)  
\_\_\_\_\_ Tier 3 (Concept Piece)

### PRE-PRODUCTION

\$ \_\_\_\_\_

### STUDIO

			(day rate)	(per day total)
Tracks and overdubs	_____ days	@	\$ _____	\$ _____
Mix	_____ days	@	\$ _____	\$ _____
Strings	_____ days	@	\$ _____	\$ _____

Total Studio Costs: \$ \_\_\_\_\_

### ENGINEERS

Tracks and overdubs	_____ days	@	\$ _____	\$ _____
Mix	_____ days	@	\$ _____	\$ _____
Strings	_____ days	@	\$ _____	\$ _____

Total Engineering Costs: \$ \_\_\_\_\_

# Low-Budget SRLA

## EQUIPMENT

Cartage \$ \_\_\_\_\_

Miscellaneous \$ \_\_\_\_\_

Total Equipment Costs: \$ \_\_\_\_\_

TAPE / MATERIALS \$ \_\_\_\_\_

## AFM FEES

(# of musicians) (session rate) (total session)

Tracks \_\_\_\_\_ musician(s) @ \$ \_\_\_\_\_ sgl scale sess \$ \_\_\_\_\_

\_\_\_\_\_ musician(s) @ \$ \_\_\_\_\_ ldr scale sess \$ \_\_\_\_\_

Strings \_\_\_\_\_ musician(s) @ \$ \_\_\_\_\_ sgl scale sess \$ \_\_\_\_\_

\_\_\_\_\_ musician(s) @ \$ \_\_\_\_\_ ldr scale sess \$ \_\_\_\_\_

Arr \_\_\_\_\_ @ \$ \_\_\_\_\_ per chart \$ \_\_\_\_\_

Orch \_\_\_\_\_ @ \$ \_\_\_\_\_ per chart \$ \_\_\_\_\_

Copyists \_\_\_\_\_ @ \$ \_\_\_\_\_ per chart \$ \_\_\_\_\_

Royalty \_\_\_\_\_ *calculate on a per tune basis each royalty artist* \$ \_\_\_\_\_

Pension \$ \_\_\_\_\_

H&W \$ \_\_\_\_\_

Total AFM Costs: \$ \_\_\_\_\_

AFTRA / SAG \$ \_\_\_\_\_

TRAVEL EXPENSES \$ \_\_\_\_\_

EMPLOYER PAYROLL EXPENSES \$ \_\_\_\_\_

MISCELLANEOUS \$ \_\_\_\_\_

SHIPPING COURIERS \$ \_\_\_\_\_

<b>TOTAL PROJECT</b>	\$ _____
----------------------	----------

# B-4 Form



## AMERICAN FEDERATION OF MUSICIANS REPORT FORM PHONOGRAPH RECORDS, SOUNDTRACK RELEASES, VIDEO PROMOS RP No.

AFM LOCAL NO: 47

<p>DATE: <u>01/23/13</u> (the date you submitted this paperwork)</p> <p>RECORD CO: <u>PDQ Records</u></p> <p>LABEL: _____</p> <p>RECORD CO./LABEL REP: <u>Contact Name of Representative</u></p> <p>RECORD CO. ADDRESS: <u>Street Address</u> <u>City, State, Zip</u></p> <p>RECORD CO. REP. PHONE: <u>(310) 555-1212</u></p> <hr/> <p><b>NAME OF ARTIST / GROUP:</b> <u>The Glamopus Sunshine Band</u> <b>One Artist or Group per Contract</b></p> <p><b>NAME OF SESSION PRODUCER:</b> <u>Snazzy McGenie</u></p> <p><b>INDUSTRY PROJECT NO.:</b> _____</p>	<p><b>ORIGINAL SESSION</b>                      NO. OF MUSICIANS: <u>3</u></p> <p>RECORDING DATE: <u>01/21/13</u>      DAY: <u>Monday</u></p> <p>RECORDING STUDIO: <u>Extraordinaire Studios</u></p> <p>CITY: <u>Hollywood</u>                      STATE: <u>CA</u></p> <p>HOURS OF EMPLOYMENT: <u>2pm - 5pm</u></p> <p>MUSIC PROD. CO. NAME: _____</p> <hr/> <p><b>DUBBING, NEW USE, LIMITED PRESSING UPGRADE OR OTHER</b></p> <p>ORIGINAL REPORT FORM NO: _____</p> <p>ORIGINAL RECORDING DATE: _____</p> <p><b>Check 1 and only 1 from each of these categories:</b></p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Production Type</th> <th style="text-align: left;">Payment Type</th> </tr> <tr> <td><input checked="" type="checkbox"/> Original Session</td> <td><input checked="" type="checkbox"/> Non-Symphonic (regular)</td> </tr> <tr> <td><input type="checkbox"/> Location Recording</td> <td><input type="checkbox"/> Non-Symphonic (special)</td> </tr> <tr> <td><input type="checkbox"/> Sound Sample</td> <td><input type="checkbox"/> Symphonic (3 hrs.)</td> </tr> <tr> <td><input type="checkbox"/> Limited Pressing Upgrade</td> <td><input type="checkbox"/> Symphonic (4 hrs.)</td> </tr> <tr> <td><input type="checkbox"/> Demo Record Conversion</td> <td><input type="checkbox"/> Opera</td> </tr> <tr> <td><input type="checkbox"/> Video Promo</td> <td><input type="checkbox"/> Ballet</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Chamber (Chamber sessions must be approved by AFM 4 weeks prior to session.)</td> </tr> </table> <p><b>New Use:</b></p> <p><input type="checkbox"/> M.P. Soundtrack</p> <p><input type="checkbox"/> Sampling</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Low Budget Recording (AFM must receive budget 72 hours prior to production.)</p>	Production Type	Payment Type	<input checked="" type="checkbox"/> Original Session	<input checked="" type="checkbox"/> Non-Symphonic (regular)	<input type="checkbox"/> Location Recording	<input type="checkbox"/> Non-Symphonic (special)	<input type="checkbox"/> Sound Sample	<input type="checkbox"/> Symphonic (3 hrs.)	<input type="checkbox"/> Limited Pressing Upgrade	<input type="checkbox"/> Symphonic (4 hrs.)	<input type="checkbox"/> Demo Record Conversion	<input type="checkbox"/> Opera	<input type="checkbox"/> Video Promo	<input type="checkbox"/> Ballet		<input type="checkbox"/> Chamber (Chamber sessions must be approved by AFM 4 weeks prior to session.)
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C. _____	_____																
D. _____	_____																
E. _____	_____																
<p style="text-align: center;"><b>ADDITIONAL INFO</b></p> <p>NEW USE SOURCE (e.g. Original M.P. Title):</p> <p>_____</p> <p style="text-align: center;">Picture/Show</p> <p>_____</p> <p style="text-align: center;">Title of New Use Release</p> <p>_____</p>																	

SIGNATORY OF RECORD: Maejour Music Group                      Address: Hollywood, CA

Pension Contributions To Be Paid By (if different): Payroll Company                      Address: Los Angeles, CA

The terms and conditions of the engagement covered by this Report Form include the terms and conditions of the applicable AFM Agreement in effect at the time of such engagement.

Signatory of Record's Signature: \_\_\_\_\_                      Leader's Signature: \_\_\_\_\_

Print Name of Signer: \_\_\_\_\_                      Phone: \_\_\_\_\_                      Leader's Phone: \_\_\_\_\_



# B-4 Form

LOCAL UNION NO. CARD NO.	EMPLOYEE'S NAME (As on Social Security Card)			HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER Marital Status & Exemptions	NO. of DBLS	ID of TUNES	TOTAL SCALE WAGES CARTAGE	PENSION	H&W WHERE APPLICABLE
	LAST	FIRST	INIT. (Instrument(s))							
47 -----	Dough, John (guitar)		(LDR)	Street Address City, State, Zip	111-11-2345		A	-----		
47 -----	Dough, John (bass)			Street Address City, State, Zip	222-22-3456		A-B	-----		
47 -----	VonStriker, Jamie (synth)			Street Address City, State, Zip	333-33-4567	1	A	-----		
47 -----	Hammer, Claude (drums)			Street Address City, State, Zip	444-44-5678		A-B	-----		
-----								-----		
-----								-----		
-----								-----		
-----			(ARR)					-----		
-----			(ORC)					-----		
-----			(COPY)					-----		
									TOTAL PENSION CONTRIBUTIONS:	
									TOTAL H&W CONTRIBUTIONS:	

*use scale summary for current rates*

Include all music prep. info on this form or continuation sheet, with copies of invoices attached.

**FOR FUND USE ONLY:**  
FORM B-4/Rev. 9-96

# Limited Pressing Agreement



# Limited Pressing Agreement

**AMERICAN FEDERATION OF MUSICIANS LOCAL47**  
**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 "Company", 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 Company 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 Company 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 Company.

5. The 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 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 Company 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 Company 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 Company shall provide a CD of the release to the Local.

# Limited Pressing Agreement

## LIMITED PRESSING AGREEMENT ADDENDUM "A"

<b>Wage Scales:</b>	Sixty-Two Dollars (\$62.00) 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.
<b>Overdubbing:</b>	50% of base scale for the 2nd and each additional track.
<b>Overtime:</b>	To be prorated in one-half (1/2) hour segments.
<b>Leader/Contractor:</b>	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.
<b>Doubles:</b>	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).
<b>Finished Product:</b>	No more than seven and one-half (7 ½) minutes of music per one (1) hour session.
<b>Rest Period:</b>	Ten (10) minutes per hour.
<b>Pension:</b>	Shall be an additional 11% of gross scale (including overtime and doubling) made payable to AFM-EP Fund.

# Limited Pressing Agreement

- 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.

# B-9 Form



## AMERICAN FEDERATION OF MUSICIANS LIMITED PRESSING RECORDING REPORT FORM

*This form may not be used without the Limited Pressing Signatory Agreement.  
Application for the Signatory Agreement must be made through the Electronic Media Division of Local 47.  
This is not a Federation Signatory Agreement. Please contact Eric Dawson at (323) 993-3170 to apply.*

Date: 05/09/13

The Local must be notified of the session number assigned to the project

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: <u>5/7/13</u> No. of Musicians: <u>4</u>	<b>MEMO</b>																												
Rec. Studio/Location: <u>Smoky Joe's Shack - 321 Main Street</u>																													
City: <u>Hollywood</u> State: <u>CA</u>	EXAMPLE: For illustration purposes only.																												
AFM Local: <u>AFM Local 47</u>	<input checked="" type="checkbox"/> Non-Symphonic <input type="checkbox"/> Symphonic <input type="checkbox"/> Chamber																												
Hours of Employment: <u>6pm - 9pm</u>	Session No.: <u>Call union rep for session number for the date</u>																												
Producer/Employer: <u>Tommy Velvet</u>	Name of Artist/Group: <u>The Hepcatz</u>																												
Producer/Employer's Address: <u>Street Address</u>	Local Number: <u>Professional Musicians, Local 47</u>																												
<u>City, State, Zip</u>																													
<table border="1"><thead><tr><th>NO. of Min.</th><th>TITLE of TUNES / PIECES</th></tr></thead><tbody><tr><td>A. <u>5:34</u></td><td><u>Lullaby Of Calabasas</u></td></tr><tr><td>B. <u>4:59</u></td><td><u>Stella by Moonlight</u></td></tr><tr><td>C. <u>7:19</u></td><td><u>Medley: Blue Moon/My Humps</u></td></tr><tr><td>D. _____</td><td>_____</td></tr><tr><td>E. _____</td><td>_____</td></tr><tr><td>F. _____</td><td>_____</td></tr></tbody></table>	NO. of Min.	TITLE of TUNES / PIECES	A. <u>5:34</u>	<u>Lullaby Of Calabasas</u>	B. <u>4:59</u>	<u>Stella by Moonlight</u>	C. <u>7:19</u>	<u>Medley: Blue Moon/My Humps</u>	D. _____	_____	E. _____	_____	F. _____	_____	<table border="1"><thead><tr><th>NO. of Min.</th><th>TITLE of TUNES / PIECES</th></tr></thead><tbody><tr><td>G. _____</td><td>_____</td></tr><tr><td>H. _____</td><td>_____</td></tr><tr><td>I. _____</td><td>_____</td></tr><tr><td>J. _____</td><td>_____</td></tr><tr><td>K. _____</td><td>_____</td></tr><tr><td>L. _____</td><td>_____</td></tr></tbody></table>	NO. of Min.	TITLE of TUNES / PIECES	G. _____	_____	H. _____	_____	I. _____	_____	J. _____	_____	K. _____	_____	L. _____	_____
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H. _____	_____																												
I. _____	_____																												
J. _____	_____																												
K. _____	_____																												
L. _____	_____																												

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 \_\_\_\_\_  
Pension Contributions To Be Paid By (if different): Payroll Company X

Leader's Signature: \_\_\_\_\_  
Address: Los Angeles, CA

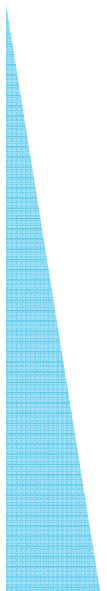
# B-9 Form

LOCAL UNION NO. CARD NO.	EMPLOYEE'S NAME (As on Social Security Card) LAST INIT. FIRST (Instrument(s)) (LDR)	HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	NO. of DBLS	ID of TUNES	WAGES (1) ----- CARTAGE	PENSION	H&W WERE APPLICABLE
47 -----	Thompson, Dwayne (piano)	Street Address City, State, Zip	111-11-2345		A,B,C	-----		
47 -----	Groovestein, Steve (bass)	Street Address City, State, Zip	222-22-3456		A,B,C	-----		
47 -----	Smackington, Erin (drums)	Street Address City, State, Zip	333-33-4567		A,B,C	-----		
47 -----	Reed, Stanford (sax)	Street Address City, State, Zip	444-44-5678	1	A,B,C	-----		
-----						-----		
-----						-----		
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-----						-----		
-----						-----		
-----						-----		
-----						-----		
TOTAL PENSION CONTRIBUTIONS:								
TOTAL H&W CONTRIBUTIONS:								

*use scale summary for current rates*

(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:**  
FORM B-9/Rev. 7-96

# Demonstration Agreement





# Demo Agreement



817 Vine Street  
Hollywood, CA 90038

[www.AFM47.org](http://www.AFM47.org)

Phone: 323.993.3170

Fax : 323.461.3090

## ***Demonstration Recording***

*Projects produced in the jurisdiction of AFM Local 47*

### **A. Rules and Regulations**

1. **Demonstration Recording** is to be used exclusively for the purpose of recording (audio only) a composition, an arrangement, and/or an artist or ensemble for personal use and study and/or for presentation to producers, employers, contractors, agents, purchasers, or institutions for the purpose of:
  - a. promoting the composition(s) or arrangement(s) recorded.
  - b. obtaining employment for the performer(s) or other advancement (application for scholarship or award).
2. **The product** is not to be released for sale in any quantity, nor is it to be used for any other purpose not contained in this document without permission of AFM Local 47.
3. **A Form B-5** (Demonstration record, Audio only) must be filed on all sessions.
4. **Minimum Call** shall be one hour.

# Demo Agreement

5. **Overtime** shall be paid on all work performed after six (6) hours or any work beyond a 7 hr. time span. The overtime rate shall be 150% of base scale and may be pro-rated in units of one-half hour. Work done before and after the meal break shall be considered contiguous for the purpose of calculating overtime.
6. **Breaks** (rest periods) shall be 10 minutes each hour and may be accumulated. A rest period may not be scheduled sooner than 30 minutes after the start of a session nor later than 90 minutes after the start of a session. A meal break must be scheduled no later than 5 hours after the start of a session.
7. **Overdubbing** or stacking will be paid at 50% of base scale per overdub.
8. **Additional Use** of material recorded at a demonstration recording session for any purpose not specified shall require execution of the appropriate agreement with the American Federation of Musicians or, when applicable (as in Limited Pressing) AFM Local 47. Payment for any such use shall always be considered a new use and shall be at the full amount required for that use, with NO CREDIT for any amounts paid for the demonstration recording session.

# Demo Agreement

## B. Base Scale

1. Session with 1 to 15 musicians \$40.00 per hour.
2. Session with 16 to 30 musicians \$35.00 per hour.
3. Session with over 30 musicians \$30.00 per hour.

1. **Leader** must be present at every session and is paid no less than 150% of applicable base scale for the session.
2. **Contractor** must be hired in addition to a Leader if more than 10 musicians are used on a session. The Contractor is paid no less than 150% of applicable base scale for the session.
3. **Doubles** are paid at the rate of 25% of applicable base scale for the session, the first double and each additional double will be paid at 10% of base scale.
4. **Music Preparation** is paid at 100% of the applicable base scale or at 50% of the rates set forth for those services in the current Federation Sound Recording Labor Agreement, whichever scale is higher.
5. **H&W contributions** must be made payable to the Local 47 H&W Fund and for each musician shall be 12% of gross scale (including overtime and doubling).
6. **Pension contributions** must be made payable to the AFM-EP Fund for each musician and for each musician shall be 11% of gross scale (including overtime and doubling).

# Demo Agreement

7. **Cartage** will be paid at actual cost when a public carrier is used. When private transportation is used, a cartage fee of \$30.00 each shall be paid for harp, timpani, or keyboard and \$6.00 for accordion, all amplifiers, baritone saxophone, bass saxophone, chimes, contrabass clarinet, contrabassoon, drums, marimba, string bass, tuba, vibraphone, or violoncello.
8. **Late Payment** charges of 5% will be made after fifteen working days if musicians have not been paid. An additional 5% will be charged on the total for each additional fifteen working days the payments are late.
9. **Upgrades** from a demo to any other product must be paid at no less than 100% of base scale for that product. There is no pro-rata or any other deduction for an upgrade from a demo. (See Rules and Regulations sec: 8)
10. **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.

This Agreement is unique to AFM Local 47 and its jurisdiction.  
Please contact the Electronic Media Department of Local 47 (323-993-3170) for any and all questions regarding this Agreement.

# B-5 Form



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

**RP No.**

This Agreement is made and entered into by and between Sam J. Writersmith hereinafter called the "Producer," and Local Union No. 47 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.

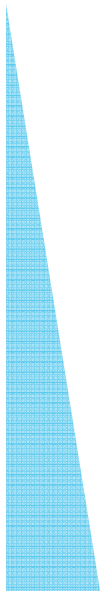
Recording Date: <u>5/17/13</u> No. of Musicians: <u>7</u>		Name of Artist/Group: <u>demo pitch for film "date bodyguard"</u>	
Hours of Employment: <u>7pm - 9pm</u>		Leader: <u>Paulie Pizzicato</u> Local No.: <u>47</u>	
Rec. Studio/Location: <u>Private Studio</u>		Leader's Signature: _____	
City: <u>Los Angeles</u> State: <u>CA</u>		AFM Local: <u>AFM Local 47</u>	
Producer/Employer: <u>Sam J. Writersmith</u>		Address: <u>817 Vine St.</u>	
Producer/Employer's Address: <u>Street Address</u>		<u>Hollywood CA 90038</u>	
<u>City, State, Zip</u>		Authorized Signature: _____	
Authorized Signature: _____		Print Name of Signer: <u>Eric Dawson, Assistant to the President</u>	
Print Name of Signer: <u>Philip J. Writersmith</u>			
NO. of Min. TITLE of TUNES / PIECES		NO. of Min. TITLE of TUNES / PIECES	
A. _____ :54 <u>Main Title Demo</u>		G. _____ _____ _____	
B. _____ 1:09 <u>Romantic Theme</u>		H. _____ _____ _____	
C. _____ 1:57 <u>Action Cue</u>		I. _____ _____ _____	
D. _____ :45 <u>Romantic Theme - alt version</u>		J. _____ _____ _____	
E. _____ _____ _____		K. _____ _____ _____	
F. _____ _____ _____		L. _____ _____ _____	

# B-5 Form

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 ----- (EID as applicable)	NO. of DBLS ----- OVR-DBS	ID of TUNES	WAGES (1) ----- CARTAGE	PENSION	H&W WERT APPLICABLE
47 -----	Pizzacato, Paulie (Violin)	Street Address City, State, Zip	...111-11-1234...	----	A,B,C	-----		
47 -----	Julian, James (Contractor)	Street Address City, State, Zip	...222-22-3456...	----	A,B,C	-----		
47 -----	Smith, Sam (Viola)	Street Address City, State, Zip	...333-44-5678...	----- 1	A,B,C	-----		
47 -----	Casey, Roberta (Cello)	Street Address City, State, Zip	...444-44-5678...	----	A,B,C	-----		
47 -----	Snap, Sandra (Violin)	Street Address City, State, Zip	...555-55-6789...	----	A,B,C	-----		
47 -----	Angel, Robin (Harp)	Street Address City, State, Zip	...666-66-7890...	----	B,D	-----		
47 -----	Grape, Gil (Violin)	Street Address City, State, Zip	...777-77-8910...	----	A,B,C	-----		
-----	(ARR)		-----	----		-----		
-----	(ORC)		-----	----		-----		
-----	(COPY)		-----	----		-----		
<p>(1) Insert overscale wages being paid. Include all music prep. info on this form or continuation sheet, with copies of invoices attached.</p> <p><b>FOR FUND USE ONLY:</b> FORM B-5/Rev. 3-12</p>							TOTAL PENSION CONTRIBUTIONS:	
							TOTAL H&W CONTRIBUTIONS:	

*use scale summary for current rates*

# Image-Free Riders



# Limited Pressing Rider

## LIMITED PRESSING RECORDING SESSION IMAGE FEE - RIDER

This Rider amends the Limited Pressing Agreement entered into by and between Employer \_\_\_\_\_ and AFM Local 47 in connection with the project entitled \_\_\_\_\_:

In the event that a non-symphonic Limited Pressing audio performance is videotaped in a live or studio environment for release as a Limited Pressing DVD or digital download, Limited Pressing audio scale hourly rates and benefits apply, plus an additional 25% of scale. Employer may use up to two minutes of video footage for an Electronic Press Kit without additional payment beyond the 25% Image Fee. Except in Canada, the Employer shall make an additional 12% Health and Welfare payment (which will be a contribution to a Local's Health Plan, if applicable) and an additional 11% Pension contribution (12% in Canada). Arrangers, orchestrators, and copyists shall receive additional compensation of 25% of the original earnings. When an aggregate physical and digital total of 5000 units (2000 units in Canada) of the video are produced and/or sold, normal SRLA Limited Pressing upgrade provisions apply, except that with respect to the Image fee, the Employer shall pay the difference between the original 25% over scale payment and the SRLA Image Fee. This Agreement cannot be used to capture live theatrical engagements or with the Limited Pressing Sound Recording Conditions Schedule B (for non-Broadway/non-Tony eligible cast album) and cannot be used to supersede any otherwise applicable AFM Agreement.



# Demo Rider

## DEMONSTRATION RECORDING SESSION IMAGE FEE - RIDER

This Rider amends the Demonstration Agreement (RP No. \_\_\_\_\_) entered into by and between Employer \_\_\_\_\_ and AFM Local 47 in connection with the Demonstration Recording Session scheduled to occur on \_\_\_\_\_.

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