



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

RPNo.

This Agreement is made and entered into by and between _____ 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: _____ No. of Musicians: _____ Hours of Employment: _____ Rec. Studio/Location: _____ City: _____ State: _____ Producer/Employer: _____ Producer/Employer's Address: _____ Authorized Signature: _____ Print Name of Signer: _____	Name of Artist/Group: _____ Leader: _____ Local No.: <u>47</u> Leader's Signature: _____ AFM Local: <u>AFM Local 47</u> Address: <u>3220 Winona Ave.</u> <u>Burbank CA 91504</u> Authorized Signature: _____ Print Name of Signer: <u>Erick Cruz, Assistant to the President</u>
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	NO. of Min.	TITLE of TUNES / PIECES		NO. of Min.	TITLE of TUNES / PIECES
A.	_____	_____	G.	_____	_____
B.	_____	_____	H.	_____	_____
C.	_____	_____	I.	_____	_____
D.	_____	_____	J.	_____	_____
E.	_____	_____	K.	_____	_____
F.	_____	_____	L.	_____	_____

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 WHERE APPLICABLE
-----	(LDR)		-----	----		-----		
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-----			-----	----		-----		
-----	(ARR)		-----	----		-----		
-----	(ORC)		-----	----		-----		
-----	(COPY)		-----	----		-----		
TOTAL PENSION CONTRIBUTIONS:								
TOTAL H&W CONTRIBUTIONS:								

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

Audio Demo Recording

RP No.

1. 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 Demonstration Recordings within the jurisdiction of the Local Union.
2. 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 Demonstration Recordings except under the terms of this Agreement. 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.
3. The Producer shall give advance notice to the Local Union of all Sessions called under this Agreement.
- 3A. A completed B-5 Report Form (see reverse side) 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.
4. 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.
5. A Producer may 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, provided that in advance of any such sale, assignment, lease, license or transfer: (1) the Producer obtains from the other party (buyer, assignee, lessee, licensee or transferee) a 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 all the provisions of this Agreement; and (2) the American Federation of Musicians approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee. The Federation shall be deemed to have granted the request to approve the Buyer's Assumption Agreement unless the Federation provides written notice to the contrary within ninety (90) days from the receipt of the request to approve the Buyer's Assumption Agreement.

Once the Buyer's Assumption Agreement goes into effect pursuant to the prior provision, the Producer shall not be liable for any further payments for that particular recording.
6. Should any recording produced under the auspices of this Agreement ever, without limitation to the duration of this Agreement, be included in any Phonograph Record, 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 Phonograph Record Labor Agreement of the Federation, together with the Phonograph Record Trust Agreement and Phonograph Record 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 production of the Demonstration Recording(s), including all provisions for total minutes of music, minimum calls, doubling, etc.
- 6A. 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 pertaining to such use, including but not limited to payment of all applicable wages and benefits.
7. 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 Union within 15 days after such deductions are made.
8. The Producer agrees to become a party signatory and be bound by the 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 Producer, an amount equal to 12.81% of the scale wages earned under this agreement 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.
- 8A. The Producer 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.
9. 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.
10. Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.
11. The employer represents that there does not exist against it, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for any such employer. No employee will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part.
12. The employer, in signing this contract himself, or having same signed by a representative, acknowledges his (her or 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 his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.
13. It is expressly understood and agreed by all the parties hereto that neither the Federation nor any subordinate body thereof is liable for any breach of this agreement by the employer or by any of the employees.

Distribution of the copies of the Report Form is as follows:

1. One copy is to be retained by the Producer.
2. One copy is to be retained by the Leader.
3. The remaining copies are to be sent to AFM Local 47, Attn: Sound Recording, 3220 Winona Ave. Burbank CA 91504. The AFM Local will (a) Retain one copy, (b) Send one copy to the AFM, (c) Send one copy to the Health & Welfare Fund and (d) Send one copy to the AFM-EPF.



3220 Winona Ave.
Burbank CA 91504

www.afm47.org

Phone: 323.993.3170

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.
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.

Continued on next page

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.

- C. Leader** must be present at every session and is paid no less than 150% of applicable base scale for the session.
- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. Pension contributions** must be made payable to the AFM-EP Fund for each musician and for each musician shall be 12.81% of gross scale (including overtime and doubling).
- I. 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.
- J. 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.
- K. 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)
- L. 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.