

**AMERICAN FEDERATION OF MUSICIANS**

**PAYROLL COMPANY ASSUMPTION AGREEMENT**

**TELEVISION FILM**

The undersigned \_\_\_\_\_,  
(insert the name of Payroll company)  
herein for convenience referred to as the "Payroll Company", hereby agrees with  
\_\_\_\_\_,  
(insert name of Non-Signatory Producer)

herein for convenience referred to as the "Producer", that picture photoplays covered by this Agreement are subject to the AFM Basic Television Film Agreement of 2010 and particularly to the provisions of Article 14 thereof relating to payments to the Film Musicians Secondary Markets Fund (the "Secondary Markets Fund")(previously known as the Theatrical and Television Motion Picture Special Payments Fund) on release of a television motion picture in Supplemental Markets; and said Producer hereby agrees to abide by and perform the provision of said Basic Agreement. Said Producer also hereby agrees, expressly for the benefit of the Secondary Markets Fund, to make the payments required by Article 14. It is expressly understood and agreed that the rights of any such Producer to exhibit or license the exhibition of such photoplays in Supplemental Markets shall be subject to and conditioned upon the payment to the Secondary Markets Fund as provided in Article 14 of said Basic Agreement and it is further agreed that the Secondary Markets Fund shall be entitled to seek injunctive relief and damages against the Producer in the event any such payments are not made.

The undersigned Producer agrees to keep or have access to complete books and records showing the income derived from the sale, lease, license, or distribution of such motion pictures in Supplemental Markets within the entire territory for which Producer is granted such rights and the Federation and the Administrator of the Secondary Markets Fund shall have the right at all reasonable times to examine and inspect such books and records. The undersigned shall give the Federation prompt written notice of the date on which each photoplay covered hereby is first released in Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the undersigned Producer provided that such failure is cured promptly after notice thereof from the Federation.

Upon delivery of such Assumption Agreement, the Payroll Company shall not be further liable to the Federation for the keeping of any such records related to or the payment(s) required based on the exhibition of the motion picture in Supplemental Markets and the Secondary Markets Fund agrees to look exclusively to the Producer who is the party to the Assumption Agreement for the keeping of such books and records, payments and compliance with credit obligations.

AGREED:

AGREED:

\_\_\_\_\_  
PAYROLL COMPANY

\_\_\_\_\_  
PRODUCER/BUYER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

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Address

\_\_\_\_\_  
City State

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City State

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME OF PICTURE OR SERIES

ORIGINAL RECORDING SESSION DATE: \_\_\_\_\_

COMPOSER: \_\_\_\_\_