

AFM VIDEO GAME AGREEMENT (“VGA”)SUMMARY

Effective August 1st, 2018 and extended February 1st, 2024

Disclaimer: This summary is for reference purposes only; please refer to the full agreement for more details (premium time, multiple parts, soundtrack albums, etc).

1. Project Name: TITLE

2. Composer/Orchestrator: NAME

3. Session Date(s): DATES

4. Session Location: VENUE

5. Session Contractor: NAME

6. Basic Scale Wages: \$100.00 per hour per Side Musician for 25 or more musicians; \$300.00 for a single session (3 hours minimum).
\$115.00 per hour per Side Musician for 24 or fewer musicians; \$345.00 for a single session (3 hours minimum).

7. Multi-Tracking using Electronic Instrument Devices: \$230.00 per hour with a (3) three hour minimum.

8. Pension: Effective August 1st, 2018, Employer agrees to contribute an amount equal to 15.95% of all scale wages earned by each Musician under this Agreement on behalf of such Musician:

- a. With respect to services rendered in the United States: to the American Federation of Musicians and Employers Pension Fund (“AFM-EP”) created pursuant to the Trust Indenture created Oct. 2, 1959 and Employer further agrees to be bound by the Fund’s Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016 and August 1, 2018, which is incorporated by reference into this Agreement.
- b. With respect to services rendered in the Dominion of Canada: to the Musicians’ Pension Fund of Canada created pursuant to the Agreement and Declaration of Trust dated April 9, 1962, and Employer further agrees to be to that Trust as amended from time to time.

9. Health & Welfare: For each day in which a recording musician performs work under this Agreement, the Employer shall contribute \$25.00 on behalf of each musician so employed. The Employer shall also contribute an amount calculated in accordance with Section IV on behalf of those musicians employed under a page rate (i.e. Orchestrators, Copyists and other Music Preparation).

10. Hold Hour: Musicians, if required by Employer, must be available for 1 hour beyond guaranteed call length.

11. Doubling: First Double @ 50% of Basic Scale Wage.
Second and Subsequent Double @ 20% of Basic Scale Wage.

12. Minutes of Music: No limit to the amount of music that may be recorded.

13. Call Length/Breaks: Minimum call (Basic Single Session) is three (3) hours. Guaranteed Longer Calls in excess of the Basic Single Session and Double Sessions may all be offered to Musicians employed under this agreement.

Intermission of ten (10) minutes per hour away from stand must be given on all engagements, with the understanding that it means ten (10) minutes from the time musicians leave stands until they return and are ready to play. The Employer is privileged to accumulate two (2) rest periods, or to give two (2) fifteen (15) minute rest periods in a three (3) hour session, instead of three (3) ten (10) minute rest periods. Rest periods may not begin sooner than thirty (30) minutes following the beginning of session call provided that all of the employees subject to this Agreement are ready to perform at the beginning of the session. At no time shall a musician be required to perform for more than ninety (90) consecutive minutes on the stand.

14. Cartage: The Employer shall pay actual common carrier cartage costs for heavy instruments, such as keyboards or percussion. If musicians self-transport, the Employer shall pay the musician for actual cartage, at the following rates, for those instruments listed below when required:

Harp
\$50.00

String bass, tympani, mallet instruments, bass saxophone, contra bassoon, heavy amplifiers, tuba, and drum-kit
\$40.00

Baritone saxophone, cello, contra bass clarinet, accordion, guitar, baritone horn, cimballo, contra bass trombone, and doubling musicians who carry more than 3 instruments
\$15.00 each

15. Leader/Contractor: Scale for Leader and Contractor is double the applicable Side Musician scale. When only one Musician is called for a session, he/she shall be paid double the Side Musician’s rate to perform alone as the Leader. A Contractor (playing or non-playing) is required for sessions employing 10 or more Side Musicians.

- 16. Music Preparation:** See Section IV of the current AFM Videogame Agreement for scale wages and other conditions for Orchestrators, Copyists and other Music Preparation Musicians.
- 17. Cancellation/Calls:** Musicians engaged by the employer for a recording session may only be cancelled upon ninety-six (96) or more hours' notice.
- 18. Payments:** Payment is due within 15 business days of the session, or receipt of the AFM performance report form. All sessions must be reported to the appropriate local on a B-7 Report Form (or other form as the Federation may require), with the specific project title.
- 19. Late Payment of Wages:** Payments made after the 15th business day will accrue late payment charges and the following late payment charges shall apply:
- If payment is made more than fifteen (15) and less than thirty one (31) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, ten percent (10%) of the amount due the musician;
 - If payment is made more than thirty (30) and less than sixty one (61) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, twenty five percent (25%) of the amount due the musician;
 - If payment is made more than sixty (60) and less than ninety one (91) business days (excluding Saturdays, Sundays and holidays) after such written notice is received, fifty percent (50%) of the amount due the musician;
 - Payments made after the ninetieth business day (excluding Saturdays, Sundays and holidays) after such written notice is received shall not require any late payment charge in addition to the above fifty percent (50%) late payment charge unless the Local or Federation further advises the Producer in writing of such nonpayment. If payment is not thereafter made within fifteen (15) business days after Employer received such further written notice, an additional late payment charge of ten percent (10%) of the initial amount due the musician shall accrue for each additional thirty (30) day period in which payment is not made, and the first such thirty (30) day period shall commence on the date such further written notice is received.
- 20. Promotional Use:** Music recorded under this Agreement may be used without any additional payment for electronic press-kits, advertising or review purposes, and to otherwise solely promote the product for which the music was recorded or used. Filming at sessions for "making of promos" for the uses described in the foregoing sentence, and/or for inclusion as "value added content" with product software, is also permitted without any additional payment.
- 21. Credits:** Every title produced under this Agreement will include the following credits on the packaging or software credit crawl: (i) a credit to the AFM; (ii) a credit to the contractor and supervising copyist, if any, and (iii) an "organization name credit" that has been approved by the AFM unless no applicable organization name credit exists; provided that the entity that owns the organization name has agreed to hold harmless and indemnify the Employer (and/or its licensee) from and against any action arising out of the authorized use of such organization name.
- The Employer shall provide the AFM with five promotional copies (either in one platform or in combination) of every released title produced under this Agreement.
- 22. Use of Music Previously Recorded Under Another Federation Agreement:**
- When music originally recorded under the AFM Sound Recording Labor Agreement, Basic Theatrical Motion Picture, TV Film Agreement, or any other Federation or Local Agreement is used or licensed for use in any product(s) covered by the scope of this Agreement, musicians shall be compensated per the applicable terms of this agreement as follows:
- The Employer shall pay to or on behalf of those musicians who rendered services in the preparation, production and recording of the music previously recorded under another Federation or Local Agreement (if not prohibited by those agreements) all amounts (excluding only health and welfare contributions) that would be required if the recordings were originally made for the purposes set forth in this agreement.
 - Recording musicians shall be compensated based upon the applicable session rate in effect under this agreement at the time product is released. Compensation for each recording musician is based on one applicable basic session fee for each previously recorded song, composition or cue so used, either in whole or in part. Notwithstanding the foregoing, when multiple pieces of music are used from the same Theatrical Motion Picture or Television Series, compensation for each recording musician is based on one applicable basic session fee per five (5) minutes of music. In such cases, minutes of music calculation is based upon original length of song, composition or cue as recorded.
 - Orchestrators, Copyists and other Music Preparation Musicians shall be compensated based upon the applicable page rate in effect under this agreement at the time product is released. Calculation is based upon original bar length of song, composition or cue as prepared.
- 23. Grievance and Arbitration:** Any controversy or claim arising out of or relating to this Agreement or the application, breach or interpretation thereof shall be finally resolved by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association ("AAA"). Either party may demand such arbitration in writing. There shall be one arbitrator, selected from a list submitted by the AAA from the National Roster of labor arbitrators.
- 24. Union Security:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Federation in good standing on the execution date of this Union Security agreement shall remain members in good standing and those who are not members on the execution date of this Union Security agreement shall, by the thirtieth day following said execution date or the beginning of such employment, whichever is later, become and remain members in good standing of the Federation.

Initial _____

AMERICAN FEDERATION OF MUSICIANS (AFM)

LETTER OF ACCEPTANCE

The undersigned Employer has read, understands and voluntarily accepts and adopts the **2018 AFM Video Game Agreement** and/or summary of said Agreement of the American Federation of Musicians of the United States and Canada, AFL-CIO, and each and every provision of said Agreement, which is in full force and effect beginning August 1st, 2018, as its own **Video Game Agreement** with the American Federation of Musicians of the United States and Canada, AFL-CIO, for the full term of said Agreement. Whenever the term "Employer" is used in said Agreement, said term shall include the undersigned Employer.

TRUST INDENTURE:

Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund or the American Federation of Musicians and Employers' Pension and Welfare Fund (Canada), as amended from time to time, providing for contributions to the Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer, the amount(s) specified previously.

HEALTH AND WELFARE:

If the recording takes place in a local jurisdiction in which a Health and Welfare Fund (H&W) has been established, the Employer agrees to make the appropriate contribution on behalf of each Musician employed. If the recording takes place in a local jurisdiction in which a Health and Welfare Fund has not been established and the Musician(s) does not participate in a Health and Welfare Fund in another local, the Employer will make the designated Health and Welfare Fund payment(s) direct to the Musician(s). If a Musician(s) is a member of a local in which a Health and Welfare Fund has been established, the Employer will make the Health and Welfare payment to that Local on behalf of the Musician(s).

PROJECT NAME: _____

EMPLOYER: _____
(Print Company Name)

PRINT NAME AND TITLE
OF AUTHORIZED OFFICER: _____

SIGNATURE OF
AUTHORIZED OFFICER: _____

ADDRESS OF EMPLOYER: _____

EMPLOYER: () _____ () _____
(Phone) (Fax)

DATE: _____ EMAIL: _____

AFM USE ONLY

ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO

SIGNATURE OF
AUTHORIZED OFFICER: _____

PRINT NAME & TITLE
OF AUTHORIZED OFFICER: _____

DATE: _____

If the Employer makes contributions to the Pension Fund under this Agreement on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office) must be attached to this form.

American Federation of Musicians of the United States and Canada
Electronic Media Services Division
3220 Winona Ave, Burbank, CA
Phone: 818-565-3400