

SOUND RECORDING - SINGLE PROJECT SHORT FORM

LETTER OF AGREEMENT

This Agreement between the American Federation of Musicians (herein called the "AFM") and the Company known as _____ (herein called the "Employer") relates solely to the Sound Recording project identified as (Name of Artist/Project) _____ with the recording date(s) scheduled for _____.

1. **Terms and Conditions** (a) The Employer, with respect to the recording sessions for this project, and only this project, shall abide by and be obligated to all of the terms and working conditions of the AFM Sound Recording Labor Agreement (February 1, 2006 - January 31, 2009), which have been extended for a period of one year through January 31, 2010 with two additional provisions: Effective February 9, 2009, a 2% increase in all scale wages with the exception of the low budget experimental rates and \$.50 increase in Health and Welfare Fund contribution other than low budget recordings. The Employer also agrees to be bound by the Sound Recording Special Payments Fund Agreement (February 1, 2006 - January 31, 2009) and the Sound Recording Trust Agreement (February 1, 2006 - January 31, 2009), which agreements have also been extended for the one-year period of February 1, 2009 - January 31, 2010, with respect to the Sound Recordings produced under this Letter of Agreement which are hereby incorporated into this Agreement. **(Extended indefinitely)****

(b) If the Employer shall sell, assign, lease, license, or otherwise transfer title to or permission to use any master record produced under this Agreement for the purpose of allowing such party to manufacture Sound Recordings (or other devices reproducing sound) for sale, the Employer shall obtain from such party a separate Assumption Agreement requiring such party to comply with the terms of the Sound Recording Special Payments Fund Agreement and the Sound Recording Trust Agreement. Such Assumption Agreement shall be in the form set forth in Attachment A. The Employer further agrees to provide the AFM, the Sound Recording Special Payments Fund and the Music Performance Fund, within thirty (30) days of each such sale, assignment, lease license or other transfer of title, with an executed copy of the Assumption Agreement.

2. **Non-Precedential, Non-Citable Basis** The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as, precedent and shall not be citable by either party hereto in any forum whatsoever for any purpose other than to enforce the terms hereof.

3. **Authorized Representative** The Parties each represent and warrant that the individual signing of this Agreement on their respective behalves are authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

Accepted and Agreed:

American Federation of Musicians
of the United States and Canada

Print Name of Authorized Officer

Title

Signature of Authorized Officer

Date

Accepted and Agreed:

Signatory Company

Print Name of Company

Print Name of Authorized Officer

Signature of Authorized Officer

Address

City, State, Zip

Telephone No.

Fax No.

Date

e-mail address

Unincorporated Employers please note: If pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") are made on behalf of any employee who is also an owner or part-owner of the Employer, Fund rules require that the Employer must be incorporated and that a valid certificate of incorporation must be submitted to the Fund promptly upon signing this acceptance letter.

SRLA - Single Project Short Form One-Yr. Ext. (2/9/09 - 1/31/10) **(Extended)****

****This agreement has been extended until new scales have been ratified. All signatories will be notified.**