

## AFM SINGLE SONG/SINGLE PLAYER OVERDUB AGREEMENT

EMPLOYER:  
MUSICIAN:  
DATE:

ARTIST:  
PROJECT TITLE:

- 1) This Agreement is made and entered into by and between \_\_\_\_\_ (“Employer”) and the American Federation of Musicians of the United States and Canada ("AFM") for the purpose of establishing rates and conditions for the performance of one or more overdub sessions on one or more previously recorded tracks (“Original Track”), hereinafter called a "Single Song." If any Original Track was produced under another AFM Agreement, other than the Limited Pressing Agreement, the applicable scale under that Agreement applies and this Agreement cannot be used.
- 2) To the extent permitted by applicable law, Musician shall be a current member in good standing of the AFM.
- 3) Employer recognizes the AFM 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 Single Songs within the jurisdiction of a local union of the AFM (the local union within whose jurisdiction the song(s) under this Agreement is or are recorded is referred to in this Agreement as “Local Union”).
- 4) The parties agree that the sole purpose of this Agreement is to establish rates and conditions for a single musician employed in the production of a sound recording marketed via record, CD, digital download, or similar devices, and that music recorded under this Agreement will not be utilized for any purpose other than producing a sound recording for sale to the public as a record, CD, digital download or similar device.
- 5) The compensation for recording each Single Song under this Agreement, including scale wages, health and welfare (“H&W”), and pension contribution to the American Federation of Musicians and Employers’ Pension Fund (“AFM-EPP”) are set forth in Exhibit A of this Agreement. All payments under this Paragraph 5 will be made to the musician within 7 days following the completion of each overdub session.
- 6(a) Unless one of the boxes below is checked, Employer designates Musician to make the pension contribution on Employer’s behalf, and Musician will send a check for the pension contribution made payable to the AFM-EPP to the Union no later than 15 days following the completion of the overdub session to which the pension contribution relates. The Employer’s designation of another person or entity to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.  
*(Check either box below if applicable):*
  - Employer will provide Musician with a check payable to the AFM-EPP no later than the date on which wages are paid, and the Musician will forward the check to the Union no later than 15 days following the completion of the overdub session to which the pension contribution relates.
  - Employer designates \_\_\_\_\_ (e.g, name of payroll company) to make the pension contribution on Employer’s behalf, and that designee will send a check for the

pension contribution made payable to the AFM-EPF to the Union no later than 15 days following the completion of the overdub session to which the pension contribution relates.

(b) If the Employer makes contributions to the Fund under this Agreement on behalf of any owner or part-owner of the Employer (or designates a third party to make such contributions), a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company; available from the Fund's website at [www.afmepf.org](http://www.afmepf.org)) must be provided to the Fund along with the first contribution under this Agreement.

(c) The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, and warrants that, by making contributions on behalf of an individual, it has determined that the individual is an employee covered by the Agreement.

7) *check (a) or (b)*

(a) Musician is a member of a local union that does not have a health benefits plan and the H&W contribution set forth in paragraph 5 will be treated as an additional non-pensionable wage payment.

(b) Musician is a member of a local union with a health benefits plan and will forward the H&W contribution on behalf of the Employer to that local union for transmittal to that plan.

8(a) Musician will file a completed "Single Song Overdub" Information Input Form with the Local Union within 72 hours of the completion of each overdub session. (The input form is available at [www.afm.org](http://www.afm.org) or from the Local Union)

(b) Musician will file the AFM Single Song/Single Player Overdub Report Form (available at [www.afm.org](http://www.afm.org) or on the Local Union's website) with the Local Union along with the wages, pension contribution and H&W contribution (if applicable) within 15 days of the completion of each overdub session.

9(a) If any recording produced under this Agreement ever, without limitation to the duration of this Agreement, reaches aggregate sales and/or production in excess of ten thousand (10,000) units through one or more pressings of physical product and/or digital downloads, Employer shall, within 30 days: (i) inform Musician and the Local Union ; (ii) enter into and fulfill all conditions required by the then-current AFM Sound Recording Labor Agreement ("SRLA"), unless specified otherwise herein, together with the Sound Recording Trust Agreement and the Sound Recording Special Payments Fund Agreement, and (iii) In the event that this project is picked up by a record label and/or pressings exceed 10,000 digital or physical copies, there will be an additional payment of a 1.5 hr "Special Master Session" to the musicians who participated on the original recording for each song, based upon the current National Sound Recording rate at the time of the upgrade. The musician who is listed first on a contract with multiple players and/or whose Agreement with Employer is executed at the earliest date will be designated Session Leader for any additional payments triggered by a single song or this entire project exceeding 10,000 digital and analog pressings as described in the Single Song/Single Player Agreement. All other players will receive Single Scale. If the entire project reaches 10,000 copies, each musician will receive one "Special Master Session" payment for each song that musician performed on. If the original (pre-overdub) instrumental track is used in the final version of any recording, that person may be added to the contract.

(b) The ten thousand (10,000) units produced or allowed under this Agreement shall be included in the computation of calculating the obligation of Employer under the Sound Recording Trust Agreement and the Sound Recording Special Payments Fund Agreement.

(c) The Local Union and the AFM agree to assist in explaining, calculating and fulfilling the contractual obligations described above.

10) If Employer shall 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, it shall obtain a "Buyer's Assumption Agreement" ("BAA") provided by and for the benefit of the AFM as representative of Musician, requiring compliance with the provisions of this Agreement with respect to paragraphs 9, 11 and 12. Employer agrees to deliver to the Local Union an executed copy of the BAA within (30) days after the sale or other transfer of this recording with the name and address of the buyer or transferee. Upon delivery of the BAA and on condition that the AFM approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Employer shall not be further liable with respect to paragraphs 10, 12 and 13 for that particular recording, except for pressings made by Employer.

11) Without limitation by the duration of this Agreement, Employer shall:

(a) Keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement;

(b) Furnish to the Local Union a report with respect to all recordings made under this Agreement during any calendar year, containing all information pertaining to pressings, distribution and sales of recordings referred to in the preceding paragraph, by February 15 of the following year; and

(c) Upon request in writing from the Local Union, at least five (5) days before the date of examination, allow the designated agent(s) of the Local Union to examine, during reasonable business hours, all records and accounts concerning all transactions with respect to recordings made under this Agreement.

12) In the event that the recording made under this Agreement is ever used for any purpose beyond the original purpose of this Agreement, including but not limited to commercial announcements, motion pictures, television film or videotape/live television ("New Use"), Employer shall notify the Local Union and shall sign upon presentation and shall fulfill all conditions required by the AFM Agreement applicable to such New Use. The Single Song shall also be treated as original music recorded under any such agreement. Said New Use of any Single Song or portion thereof recorded under this Agreement shall require the payment of all applicable wages and benefits to all musicians who participated in recording the Original Track (not just the Single Song) as to which this Agreement applies.

13) Musician and Employer agree that this Agreement shall be in full force and effect from \_\_\_\_\_, 201\_ to \_\_\_\_\_, 201\_, at which time all work and compensation will have been completed to the satisfaction of all parties. If Employer desires to engage Musician for additional Single Songs (up to 12 total) on the same project during this term, the Musician and Employer will provide additional documentation that includes a list of songs and compensation similar to the one in paragraph 5 above, and send it to the Local Union.

*If Employer agrees with these terms and conditions, please mark the "I Agree" box below.*

EMPLOYER:  I Agree DATE: \_\_\_\_\_

MUSICIAN:  I Agree DATE: \_\_\_\_\_

APPROVED BY AFM LOCAL# \_\_\_\_\_ DATE: \_\_\_\_\_

ON BEHALF OF THE AFM: \_\_\_\_\_ DATE: \_\_\_\_\_

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