

**NASHVILLE ASSOCIATION OF MUSICIANS, LOCAL #257
AMERICAN FEDERATION OF MUSICIANS, AFL-CIO
LIMITED PRESSING AGREEMENT (NON-SYMPHONIC)**

Effective February 1, 2006 – January 31, 2009 (Extended) **

1. This Agreement is made and entered into by and between _____ hereinafter called the "Employer", and Local Union 257 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local Union".
2. The parties hereto agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of sound recordings marketed via tapes, discs, and/or similar devices and digital downloads where the aggregate number of units produced of a particular recording does not exceed ten-thousand (10,000) and where the music that is recorded will not be utilized for any other purpose whatsoever other than for sale to the public as a sound recording. For the purposes of digital downloads, each album sold will count as one unit towards the 10,000 unit limit. Each download of less than a full album will also count as a full unit.
3. 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.
4. The Employer 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 Sound Recordings within the jurisdiction of the Local Union.
5. The Employer 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 Sound Recordings except under the terms of this Agreement and/or of the Sound Recording Labor Agreement of the American Federation of Musicians. 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.
6.
 - a. The Employer shall give advance notice to the Local Union of all Sessions called under this Agreement. The Employer, or its authorized agent, shall announce the name of the signatory company at the time of the calling of the session. It is the leader or contractor's responsibility to file time cards with the Local within 72 hours of a session.
 - b. A completed B-9 Report Form shall be filed by the leader or contractor with the Local Union and shall accompany each payment required under its Agreement for each recording session.
7. 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.
8. If the 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 from said buyer, assignee, lessee, licensee or transferee a separate Agreement (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 the provisions of this Agreement with respect to additional compensation to musicians and

pension and health and welfare contributions by reason of pressings and/or digital download sales of a sound recording in excess of ten thousand (10,000) units as provided in the succeeding section 9.

9. The Employer agrees to deliver to the Union an executed copy of the Buyer's Assumption Agreement within (30) days after the sale, assignment, lease, license or other transfer of such recording with the name and address of the buyer, assignee, lessee, licensee or transferee.

Upon delivery of such Buyer's Assumption Agreement and on condition that the Union approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Employer shall not be further liable for payments required under section 9 for that particular recording, except for pressings and/or digital downloads made by the Employer.

- a. Should any recording produced under the auspices of this Agreement ever, without, limitation to the duration of this Agreement, be included in any Sound Recording which, through one or more Pressings, reaches an aggregate production (including any sales of digital downloads) in excess of ten thousand (10,000) units, the Employer shall immediately inform the Local Union of that fact and further agrees to enter into and fulfill all conditions required by the then current Sound Recording Labor Agreement of the Federation together with the Sound Recording Trust Agreement and the Sound Recording 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 under the original Limited Pressing Recording B-9 contract(s) of the Sound Recording, including all provisions for total minutes of music, minimum calls, doubling, overtime, etc., with credit applied for the original payment.

For the purpose of calculating the obligation of the Employer under the Sound Recording Trust Agreement and the Sound Recording Manufacturers' Special Payments Fund Agreement, the ten-thousand (10,000) units produced or allowed under this Agreement shall be included in the computation of those obligations.

- b. Without limitation by the duration of this Agreement, the Employer shall:
 - (i) Keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement.
 - (ii) Furnish to the Local Union a report with respect to all recordings made under this Agreement containing all information pertaining to pressings, distribution and sales (including digital downloads) of recordings referred to in the preceding paragraph, within 45 days of January 1st and July 1st of each year.
 - (iii) Provide the Local Union with copies of all product, including liner notes, produced under this agreement.
 - (iv) 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.

10. 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, sound recordings, commercial announcements, motion pictures, television film or videotape/live television ("New Use"), 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. Said New Use of any specific song or portion thereof recorded under this agreement shall require the payment of all applicable American Federation of Musicians wages and benefits to all original participating musicians, including those performing services on overdub sessions associated with the specific song or portion thereof.
11. Additional Terms and Conditions (Addendum "A") for the services rendered by the musicians covered by this Agreement in the making of recordings, the Employer agrees to compensate the musicians in accordance with the terms and conditions as provided in Addendum "A" which is attached and made a part hereof.

12. Employer agrees to become a party signatory and be bound by Trust Indenture dated 10/2/59, as amended from time to time, 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 Employer, an amount equal to 11% of the Limited Pressings scale wages earned by said musicians (percentage may be subject to future Sound Recording Labor Agreement negotiations and/or AFM International Executive Board action).
13. All payments are due within 30 calendar days from date of recording. The following late penalties will be assessed -- If paid within 5 days after payment was due, a penalty of 5% of scale wages will be due; if paid between the 6th and 10th business days after payment was due, a penalty of 7½% will be due; if paid between the 11th and 15th business days after payment was due, a penalty of 10% will be due; if paid between the 16th and 30th business days after payment was due, a 15% penalty will be due; if paid between the 31st and 50th business days after payment was due, a 20% penalty will be due; if paid beyond 50 business days after payment was due, a 50% penalty will be due plus an additional 10% payment for each thirty days after the 50th day in which payment is not made.
14. A copy of this Agreement will be filed with the Federation and Pension Fund.
15. In the event of any controversy or dispute with respect to this contract, the parties agree to promptly submit the controversy or dispute for a final and binding arbitration decision, which may be entered as a judgment in the highest court, state or federal, having jurisdiction. The parties will select one of the following independent persons as a neutral arbitrator to render the final and binding decision:

Robert N. Covington	Dr. Barbara S. Haskew	Tommy Hulse
907 Estes Road	1116 Cumberland Road	624 Donelson Drive
Nashville, TN 37215	Chattanooga, TN 37419	Kingsport, TN 37660
16. This Agreement shall be in full force and effect from _____, to and including January 31, 2009 (extended)**, and except as set forth above, shall terminate automatically on midnight, January 31, 2009 (extended)** without notice from either party to the other.

BY: _____
 (Authorized Signature)
 AMERICAN FEDERATION OF MUSICIANS
 OF THE UNITED STATES AND CANADA
 LOCAL UNION #257

EMPLOYER: _____
 (Employer Name)

 (Street Address)

 (City, State, Zip)

 (Phone)

 (Fax)
 BY: _____
 (Print Name)

 (Print Title)
 SIGNATURE: _____
 SSN/FIN: _____

** This agreement has been extended for a period of one year and will expire on January 31, 2010.