

NASHVILLE MUSICIANS ASSOCIATION, AFM LOCAL 257, AFL-CIO
LIMITED PRESSING AGREEMENT (NON-SYMPHONIC)
Updated 3/1/19 EFFECTIVE THROUGH -JANUARY 31, 2020

1. This Agreement is made and entered into by and between _____,
(hereinafter "Employer"), and Local 257 of the American Federation of Musicians of the United States and Canada (hereinafter called "Local Union" and "AFM"), for a Limited Pressing recording project.
2. The parties agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of sound recordings, tapes, discs, and DVDs of performances that are captured in live or studio environment and digital downloads, where the aggregate number of physical and/or download units produced of a particular recording does not exceed ten-thousand (10,000) in the United States or 3,000 in Canada, and the aggregate number of units produced as a DVD does not exceed 5,000 in the U.S. or 2,000 in Canada. With respect to sound recordings, the term "units" for these purposes shall be defined as CDs, vinyl records, and digital downloads. With respect to digital downloads for recordings, each album or DVD sold will count as one unit towards the unit limit. Each download of less than a full album or DVD shall count as a full unit. Non-interactive Streaming, such as Sirius XM, is permitted and is addressed in Paragraph 12 of this Agreement. In the event the Employer intends to make its recording available for Interactive Streaming, such as Spotify, the obligation shall be 0.55% of Receipts for Audio Streams exploited in the United States, which shall be forwarded on a semi-annual basis to the AFM-EPF as an unallocated contribution unattached to benefits payable to any particular participant.
3. To the extent permitted by applicable law, all musicians who are members in good standing of the Local Union or another Local of the AFM, 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. To the extent permitted by applicable law only the services of members in good standing with the AFM shall be engaged in the performance of any bargaining work in Canada.
4. The Employer recognizes the Local Union as the sole and exclusive collective bargaining agent for all instrumental musicians, librarians, conductors, copyists, librarians, 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 AFM 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. 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 this Agreement for each recording session. (c) The Employer shall provide copies of all releases to the Local or the Local's designee.
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. For the services covered by this Agreement in the making of Sound Recordings as provided hereunder, the Employer agrees to compensate each musician in accordance with the terms and conditions that are set forth on the attached Addendum, attached hereto and incorporated by reference.

9. In the event that a Limited Pressing audio performance is videotaped in a live or studio environment for release as a Limited Pressing DVD or digital download, the production and/or sale of which does not exceed 5,000 units in the United States or 2,000 units in Canada, the Employer shall compensate each instrumentalist, arranger, orchestrator and copyist in addition to the amounts required under Section 8 of this Agreement: i) an amount equal to 25% of the pensionable wages due under Section 8 ("Image Fee"), which encompasses the right of the Employer to use up to two minutes of video footage as part of an Electronic Press Kit. ii) except in Canada, an additional health and welfare contribution of \$28 per musician, payable to each musician as non-pensionable wages, and iii) an additional pension contribution of 12.81% of original pensionable wages in the United States.

Whenever the production and/or sale of audiovisual content captured pursuant to this Section 9 exceeds an aggregate physical and digital total of 5,000 units (2,000 units in Canada) the limited pressing upgrade provisions of the AFM SRLA will apply, provided that the Employer will be entitled to a credit or offset in the amount of the Image Fee, already paid pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, it is understood and agreed that this Agreement cannot be used to capture live theatrical engagements or in lieu of the AFM SRLA Limited Pressing Sound Recording Conditions Schedule B (for non-Broadway/non-Tony eligible cast albums), nor shall it be interpreted to supersede any otherwise applicable AFM Agreement.

10. 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 AFM 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 10,000 units (3,000 in Canada) as provided in the succeeding section.

11. The Employer agrees to deliver to the Union an executed copy of the Buyer's Assumption Agreement within thirty (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 downloads made by the Employer. (a) Should the aggregate distribution of any recording produced under this Agreement ever exceed 10,000 units (3,000 in Canada), the Employer shall immediately inform the Local Union of the 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 on 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 or the original payment. (b) For the purpose of calculating the obligation of the Employer under the Sound Recording Trust Agreement and the Sound Recording 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. (c) 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) Six (6) months after the effective date of this Agreement, and each six months thereafter, 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 of recordings referred to in preceding paragraph. (iii) 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 recordings made under this agreement is ever used for any purpose not explicitly set forth herein, including but not limited to conventions, commercial announcements, motion pictures, or videotape/live television, ("New Use"), the Employer shall sign upon presentation and shall fulfill all conditions required by the applicable agreement(s) of the AFM pertaining to such use, including but not limited to payment of all applicable wages, residuals, royalties, and benefits.

With respect to the recording covered by this Agreement, the Employer may not enter into a licensing arrangement with a third party ("Third Party Licensee") which allows that Third Party Licensee to exploit the recording by entering into direct licenses with music services ("Music Service Licensees") for digital transmissions otherwise eligible for the statutory license pursuant to 17 U.S.C. Sec. 114, unless the license between the Third Party Licensee and the Music Service Licensee ("Direct Digital Streaming License") provides that 50% of the total royalties and other compensation payable by the Music Service Licensee in respect of the transmissions shall be paid to SoundExchange and passed on to the artists on the recording (including the Musicians as featured artists) pursuant to the provisions of 17 U.S.C. Sections 114(g)(B), (C) and (D).

13. The Employer agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated 10/2/59, as amended, and agrees to contribute to the Fund an amount equal to 12.81% of musician scale wages earned under this Agreement. This contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference. A copy of this Agreement will be filed with the AFM and the AFM Employer's Pension Fund.

14. 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 7.5% 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 penalty of 15% 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 and additional 10% payment for each thirty days after the 50th day in which payment is not made.

This Agreement shall be in full force and effect from _____, to and including February 1, 2019, and except as set forth above, shall terminate automatically on midnight of January 31, 2020 without notice of either party to the other, unless superseded by extension of the AFM Sound Recording Labor Agreement.

BY AFM 257:

FOR EMPLOYER:

(Authorized Signature)
AMERICAN FEDERATION OF MUSICIANS OF
THE UNITED STATES AND CANADA
LOCAL 257
NASHVILLE, TN

(Employer Name)

(Street Address)

(City, State, Zip)

(Phone/Fax)

(Print Name)

(Print Title)

(Signature)

(Email)

(SSN/FIN)