

**AFM SINGLE SONG OVERDUB SCALE AGREEMENT
(COMPENSATION WORKSHEET/SONG LIST INCLUDED)**

DATE:

EMPLOYER:

EMAIL:

ADDRESS:

ARTIST:

PROJECT TITLE:

MUSICIAN(S):

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." Single Song Overdubs can be combined with tracks recorded under the Limited Pressing Agreement, but if any Original Track was recorded or produced under another AFM 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. All other musicians covered by this agreement shall become and remain members in good standing of the Federation on or after the 30th day following the commencement of their employment or the effective date of this agreement, whichever is later. Employer recognizes the AFM as the sole and exclusive collective bargaining agent for all instrumental musicians, orchestrators, arrangers, copyists, 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 (referred to in this Agreement as “Local Union”).

3) The parties agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of a sound recording marketed via record, CD, digital download, or similar devices. 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-EPF”) are set forth in Exhibit A of this Agreement. All payments will be made to the musician within 7 days following the completion of each overdub session.

4) If a Musician is a member of a local union that does not have a health benefits plan, the H&W contribution set forth in paragraph 3 will be treated as an additional non-pensionable wage payment. If Musician is a member of an AFM local with a health benefits plan, they will forward the H&W contribution on behalf of the Employer to that local for transmittal to that plan.

5 (a) 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. (b) Employer designates (circle one) Musician/employer/payroll company to make the pension contribution on Employer’s behalf, and the designated entity will file the AFM Single Song Overdub Report Form with the Local Union along with the wages, pension contribution and H&W contribution (if applicable) no later than 15 days following the completion of the overdub session. 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.

6 (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 Musicians and the Local Union ; (ii) enter into and fulfill all conditions required by the then-

current AFM Sound Recording Labor Agreement (“SRLA”), the Sound Recording Trust Agreement for the AFM Employers Pension Fund, and the Sound Recording Special Payments Fund Agreement, and (iii) Musician will be additionally compensated as follows, based upon the rates and conditions from the AFM’s current Sound Recording Labor Agreement at the time of the upgrade: for one or two songs totaling less than 7.5 minutes, one Special Master Session (1.5 hrs.) at Master Scale, with the applicable AFM Pension Fund contributions, but no additional H&W payment is required. For more than two songs, or an entire album that has reached the 10,000 unit threshold, the upgrade payment will be one Master Session, with applicable AFM H&W and Pension Fund contributions for each 15 minutes of music. 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 and paid double scale for the additional payments described in this Agreement. All other players will receive single scale. 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 Local Union and the AFM agree to assist in explaining, calculating and fulfilling the contractual obligations described above.

7) 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 the AFM, requiring compliance with the provisions of this Agreement with respect to paragraphs 6, 8 and 9. 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 approval in writing by the AFM of the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Employer shall not be further liable for that particular recording, except for pressings made by Employer.

8) Without limitation by the duration of this Agreement, Employer shall keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement, and 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.

9) 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 applicable agreement of the AFM for such New Use. The Single Song will be treated as original music recorded under any such agreement. New Use of any Single Song or portion thereof recorded under this Agreement shall require the payment of all applicable wages, residuals, royalties and benefits, to all musicians who participated in recording the Original Track and all Overdubs as to which this Agreement applies.

10) 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, Musician and Employer will provide additional documentation that includes a list of songs and compensation similar to the one in paragraph 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: _____