

**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.

(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 **Non-Precedential, Non-Citable Basis** The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as, precedent and shall not be citable by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:

Accepted and Agreed:

**American Federation of Musicians  
of the United States and Canada**

**Signatory Company**

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Print Name of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.**

## SOUND RECORDING – SINGLE PROJECT SHORT FORM

### ATTACHMENT A

1. The undersigned, (insert name and business address of buyer, assignee, lessee, licensee or other transferee), herein for convenience referred to as the "Distributor", hereby agrees with (insert name of Employer), herein for convenience referred to as the "Company", that (identify Sound Recordings covered by agreement) ("Sound Recordings") are produced from master records containing music performed or conducted by musicians covered under one or more Sound Recording Labor Agreements, and the Distributor agrees to be legally bound by the terms and conditions of the applicable Sound Recording Special Payments Fund Agreement and Sound Recording Trust Agreement\* (collectively, the "Fund Agreements") with respect to such Sound Recordings in the same manner as if it were a signatory to the Fund Agreements. Such terms and conditions include, but are not limited to, the following:
  - a: The Distributor shall make payment to the Funds with respect to sales of Sound Recordings in the amount and at the time required under the Fund Agreements.
  - b: The Distributor shall keep full and accurate records and accounts concerning all transactions on which payments to the Funds are required in convenient form and pursuant to approved and recognized accounting practices.
  - c: The Funds shall have the right at all reasonable times during the Distributor's business hours to have their agents examine and audit all accounts and records, including the agreement between the Company and the Distributor by which rights to Sound Recordings are transferred, as may be necessary to verify that the Distributor is complying with its payment obligation to the Funds.
2. It is expressly understood and agreed that the rights of the Distributor to sell such Sound Recordings shall be subject to and conditioned upon compliance with the terms and conditions of the Fund Agreements, and it is agreed that the AFM (acting on behalf of any affected musician) and the Funds shall be entitled to seek injunctive relief and damages against the Distributor in the event that the Distributor does not comply with the terms of the Fund Agreements.
3. The Distributor agrees that, in the event that it sells, assigns, leases, licenses or otherwise transfers title to or permission to use one or more Sound Recordings to another party, the Distributor will obtain from such party an Assumption Agreement covering the rights disposed of in the form set forth herein and shall provide an executed copy of such Assumption Agreement to the AFM and to the Funds within thirty (30) days of such sale, assignment, lease, license or transfer. Upon delivery of such Assumption Agreement and upon the consent of the AFM, which shall not be unreasonably withheld, the Distributor shall not be further liable to the AFM or to either Fund for failing to comply with the terms of the Fund Agreements and both the AFM and the Funds shall look exclusively to such subsequent transferee for compliance with the terms of the Fund Agreement with respect to the rights acquired. In the event the Distributor fails to deliver such Assumption Agreement or the AFM reasonably withholds its consent or both, the Distributor shall continue to be liable for compliance with the terms of the Fund Agreements with respect to the use of Sound Recordings by such third party.
4. Except as provided in the preceding paragraph, the Distributor shall be liable for the payments and other obligations described above, based only upon rights actually acquired by the Distributor and only for the period it hold such rights.

\* Previously known as the Phonograph Record Labor Agreement, Phonograph Record Manufacturers' Special Payments Fund Agreement and Phonograph Record Trust Agreement.

**Sound Recording – Single Project Short Form Attachment A**  
**Assumption Agreement Covering the Transfer of Rights of Product Covered  
by the AFM Sound Recording Labor Agreement Single Project Short Form**

**1. The undersigned,** \_\_\_\_\_

[Name and address of buyer, assignee, lessee, licensee or other transferee]

**herein for convenience referred to as the “Licensee”, hereby agrees with**

\_\_\_\_\_, **herein for convenience referred to as the**

[Name of Company]

**“Company”, that the recordings identified in Exhibit A (“Phonograph Records”) are produced from master sound recordings containing music performed or conducted by musicians covered under the Sound Recording Single Project Short Form Agreement between the American Federation of Musicians of the United States and Canada (the “Federation” and the Company (the “Short Form Agreement”), which incorporates the terms and working conditions of the AFM Sound Recording Labor Agreement, the Sound Recording Manufacturers’ Special Payments Fund Agreement, and the Sound Recording Trust Agreement by reference.**

**2. Obligations of the Licensee Under this Agreement.** Effective as of \_\_\_\_\_

(*i.e.*, the date on which rights with respect to the Phonograph Records are transferred from the Company to the Licensee), the Licensee hereby assumes all of the Company’s obligations under the Short Form Agreement with respect to the Phonograph Records, as follows:

- a. With respect to the use of one or more Phonograph Records for any purpose set forth in the Sound Recording Labor Agreement the Licensee will comply with all of the payment, reporting, and audit requirements of the applicable Sound Recording Labor Agreement, the Sound Recording Special Payments Fund Agreement and Sound Recording Trust Agreement.**
  
- b. With respect to the use of one or more Phonograph Records for a purpose not covered under the Sound Recording Labor Agreement (also known as a “new use”), the Licensee will pay to all musicians who rendered services in the recording of the Phonograph Record an amount equal to all payments (including, without limitation, pension contributions, but excluding health and welfare contributions) that would be required under the AFM agreement that would then apply if the recording were originally made for the purpose set forth under that agreement.**

The rights of the Licensee to use such Phonograph Records shall be subject to and conditioned upon compliance with the terms and conditions of this paragraph 2, and the Federation (acting on behalf of any affected musician), the Sound Recording Special Payments Fund and the Music Performance Fund shall be entitled to seek injunctive relief and damages against the Licensee in the event the Licensee does not comply with the terms of this paragraph 2.

**3. Limitation of Licensee's Liability.** The Licensee's obligations with respect to the Phonograph Records set forth in paragraph 1 are limited to those obligations set forth in paragraph 2, and in no event shall the Licensee be deemed, solely as a result of having executed this assumption agreement, to have any other obligation under any Federation agreement or to be a signatory to any Federation agreement. In addition, the Licensee's obligations with respect to the Phonograph Records are limited to those rights actually acquired by the Licensee and only for the period it holds such rights (except to the extent that it transfers those rights to another party, in which case it shall retain liability unless it obtains an assumption agreement in substantially the same form as this assumption agreement).

**Effective Date of Transfer** \_\_\_\_\_

_____	_____
Print Name of Licensee	Print Name of Company
<b>By:</b> _____	<b>By:</b> _____
Signature of Authorized Officer	Signature of Authorized Officer
_____	_____
Print Name of Authorized Officer	Print Name of Authorized Officer
_____	_____
Address	Address
_____	_____
City, State, Zip code	City, State, Zip code
_____	_____
Phone Number	Phone Number
_____	_____
Date	Date

**Exhibit "A"**

**Identification of phonograph recordings covered by the AFM  
Assumption Agreement**

[List information for each album and/or song separately]

**Licensor:** \_\_\_\_\_ **Licensee:** \_\_\_\_\_

Name of Artist/Group or Project: \_\_\_\_\_

Album Title: \_\_\_\_\_ Album # \_\_\_\_\_

Title (e.g. name of song/track)	Rec. Date	Track Length	ISRC #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____