

**AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA (AFM)**

SINGLE PROJECT VIDEO GAME AGREEMENT

The undersigned Employer agrees to be bound by all of the terms and conditions contained in Exhibit A (attached) with respect to the Session Date(s) set forth in Exhibit A for the Project identified below.

PROJECT NAME: _____

EMPLOYER: _____
(Print Company Name)

PRINT NAME AND TITLE
OF AUTHORIZED OFFICER: _____

SIGNATURE OF
AUTHORIZED OFFICER: _____

ADDRESS OF EMPLOYER: _____

EMPLOYER: (____) _____ (____) _____
(Phone) (Fax)

DATE: _____ EMAIL: _____

PLEASE SELECT ONE OF THE FOLLOWING SCHEDULES AND INITIAL:

[] For Schedule A (Non Combined-Use Option), check box and initial here: _____

[] For Schedule B (Combined-Use Option), check box and initial here: _____

AFM USE ONLY

ACCEPTED BY THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, AFL-CIO

SIGNATURE OF
AUTHORIZED OFFICER: _____

PRINT NAME & TITLE
OF AUTHORIZED OFFICER: _____

DATE: _____

If the Employer makes contributions to the Pension Fund under this Agreement on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office) must be attached to this form.

American Federation of Musicians of the United States and Canada
For Processing, Return to: Richard Gabriel, Director, Electronic Media Division
3550 Wilshire Blvd., Suite 1900, Los Angeles, CA 90010
Phone: 213.251.4510 Ext. 207 - Fax: 213.251.4520 - Email: dgabriel@afm.org

AFM VIDEO GAME AGREEMENT - EXHIBIT A

1. Project Name: _____

2. Composer/Orchestrator: _____

3. Session Date(s): _____

4. Session Location: _____

5. Session Contractor: _____

6. Use of Music:

(6.A) Schedule A (Non Combined-Use):

Any music (or music preparation created pursuant to this Agreement) shall not be used in any Motion Picture Theatrical Film, Television Film or any other medium, unless applicable payments are made under the appropriate AFM Agreement(s) and an approved AFM assumption agreement between the Employer and Licensee is secured. For Video Game Soundtrack Albums, the first 15,000 units of physical compact discs or digital downloads are included. Additional units will require a new-use fee and the Employer or its Licensee shall enter into the current AFM Sound Recording Labor Agreement. The AFM shall receive one case of compact discs (30 units).

(6.B) Schedule B (Combined-Use):

Music/Underscore recorded must first be released in the above referenced Video Game (or Video Game trailer, as long as the Music/Underscore is also in the game) in order to be used in any new medium with no additional payment obligations. Song(s), defined as a composition with a verse and sometimes a chorus and a bridge, will require applicable payments under the appropriate AFM agreement, including but not limited to payment of all applicable wages and benefits, when the Song(s) is used in any way not in conjunction with the game. Video Game Soundtrack Albums and digital downloads are included and unlimited. The AFM shall receive one case of compact discs (30 units).

7. Basic Scale Wages: Musicians shall be paid no less than the scale rates set forth within this Agreement, but nothing within this Agreement shall prevent any Musician from negotiating and obtaining a higher wage than scale.

Schedule A (Non Combined-Use - See Paragraph 6.A):

\$60.00 per hour per Side Musician for 40 or more Musicians; \$180.00 for a single session (3 hours).
\$66.00 per hour per Side Musician for 39 or fewer Musicians; \$198.00 for a single session (3 hours).

Schedule B (Combined-Use – See paragraph 6.B):

\$75.00 per hour, per Side Musician; \$225.00 for a single session (3 hours).

Sweetening Session (Schedule B only): A minimum call of 90 minutes may be called for **five or fewer Musicians** and paid at a pro-rated amount of \$112.50 per Side Musician, a pro-rated amount of \$12.00 for Health & Welfare, 13.52% Pension (or 14.17%, effective April 1, 2011), and all other applicable premiums, doubles and cartage. Musicians, if required by Employer, must be available for 1/2 hour beyond guaranteed call length.

8. Multi-Tracking using Electronic Instrument Devices:

Schedule A: 150% of scale; 3 hour minimum (Leader Scale is applicable - see Paragraph 17).
Schedule B: 200% of scale; 3 hour minimum (Leader Scale is applicable - see Paragraph 17).

9. Pension:

Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, as amended from time to time, and contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, both of which are incorporated by reference into this Agreement. Specifically, the Employer's contribution rate will be as follows:

- Effective June 1, 2010, the contribution rate will be 13.52% of Basic Scale Wages, plus doubles, Leader and Contractor premiums, and any overtime and premium overtime wages.
- Effective April 1, 2011, the contribution rate will be 14.17% of Basic Scale Wages, plus doubles, Leader and Contractor premiums, and any overtime and premium overtime wages.

10. Health & Welfare:

If the recording takes place in the jurisdiction of an AFM Local in which a health and welfare fund has been established, the Employer will make a Health and Welfare contribution to that fund of \$24.00 per day on behalf of each Musician employed; provided that, in the case of any Musician who is a member of another Local in which a health and welfare fund has been established, the contribution will be made to that Local on behalf of the Musician(s). If the recording takes place in the jurisdiction of an AFM Local in which a health and welfare fund has not been established and the Musician(s) does not participate in a health and welfare fund in another AFM Local, the Employer will make an additional wage payment of \$24.00 per day to the Musician(s).

11. Hold Hour:

Musicians, if required by Employer, must be available for 1 hour beyond guaranteed call length.

12. Overtime:

First Hour (Hold Hour): Pro-rated Basic Scale Wages per 15 minute increment.

Premium Overtime: 150% of Basic Scale Wages per 15 minute increment beyond one hold hour.

13. Doubles:

First Double @ 50% of Basic Scale Wage.
Second and Subsequent Double @ 20% of Basic Scale Wage.

14. Minutes of Music:

No limit to the amount of music that may be recorded.

Initial _____

AFM VIDEO GAME AGREEMENT - EXHIBIT A

- 15. Call Length/Breaks:** **Schedule A or Schedule B:** Minimum call is 3 Hours (Single Session). A 10 minute hourly break is required. Guaranteed longer calls and Double Sessions (6 hours of recording within an 8 hour time span, including meal break) are permitted. Booking two Single Sessions in the same day in lieu of a Double Session is not permitted.
- Sweetening Session (Schedule B only):** A minimum call of 90 minutes may be called for **five or fewer Musicians**, as provided for in Paragraph 7, Schedule B. A 10 minute break is required for a 90 minute Sweetening Session. Musicians, if required by Employer, must be available for 1/2 hour beyond guaranteed call length.
- 16. Cartage:** The Employer shall pay cartage cost if the Musician self-transport. The Employer shall pay the Musician according to the following rates for each day of cartage:
- \$40.00:** harp, drums, keyboard instruments, heavy amplifiers/electronics, large mallet instruments, tympani, and full rack of chimes.
- \$15.00:** string bass, cello, bass saxophone, contrabass clarinet, contrabass trombone, contrabassoon, tuba, accordion, partial rack of chimes, and small amplifiers.
- 17. Leader/Contractor:** Scale for Leader and Contractor is double the applicable Side Musician scale. When only one Musician is called for a session, he/she shall be paid double the Side Musician's rate to perform alone as the Leader. A Contractor (playing or non-playing) is required for sessions employing 10 or more Side Musicians.
- 18. Music Preparation:** When applicable, Scale Wages for Orchestrators, Copyists and other Music Preparation Musicians shall be computed and paid according to either:
- Schedule A (Non Combined-Use):**
Wage: The Low Budget provisions of the current AFM Basic Theatrical Motion Picture Agreement.
Health & Welfare: \$24.00 per day; maximum of \$120.00 per week.
Pension: 13.52% of Scale Wages (or 14.17%, effective April 1, 2011).
- Schedule B (Combined-Use):**
Wage: 125% of the Low Budget provisions of the current AFM Basic Theatrical Motion Picture Agreement.
Health & Welfare: \$24.00 per day; maximum of \$120.00 per week.
Pension: 13.52% of Scale Wages (or 14.17%, effective April 1, 2011).
- 19. Cancellation/Calls:** Once engaged by the Employer, cancellations require 96 or more hours notice.
- 20. Payments:** Due within 15 business days of the session, or receipt of the invoice or AFM performance report form. A completed B-7 report form shall include the name of the Video Game, initial or primary platform, and which wage Schedule is being used (Schedule A or Schedule B). A copy of the report form shall be filed with the appropriate AFM Local, the AFM, the AFM & Employer Pension Fund (AFM & EPF) or the AFM EP&W Canada, and the jurisdictional Local's Health and Welfare Fund (if applicable).
- 21. Late Payment of Wages:** If payment is **not** made within 15 business days of the session (as per paragraph 20 above), a late payment penalty will be assessed as follows:
- If payment is made after 15 business days, a 10% late payment penalty will be assessed.
 - If payment is made after 30 business days, a 25% late payment penalty will be assessed.
 - If payment is made after 50 business days, a 50% late penalty will be assessed, plus an additional 10% late penalty for each 30 day period (or portion thereof in excess of 50 days) in which payment is not made.
- 22. Promotional Use:** Included (e.g., Still photographs, Electronic Press Kits, "Making Of" DVD's, Trailers and Programs, etc.). The AFM shall receive 10 promotional copies of the game and 10 subscriptions if the game is only playable online.
- 23. Credits:** The American Federation of Musicians of the United States and Canada (spelled out) shall be credited in the booklet and/or in the title credits for all platforms, including hard copy games and online games (this also applies to Soundtrack Albums). When possible, the Musicians (Leader/Conductor, Orchestra Manager/Contractor, Music Preparation personnel and Instrumentalists) shall also be credited.
- 24. Use of Music Previously Recorded Under Another Federation Agreement:**
When music originally recorded under another AFM Agreement is used in a Video Game, the Employer shall pay to each Musician who rendered services preparing or recording such music a new-use payment as follows:
- For the use of each song (e.g., in the case of music recorded under the AFM Sound Recording Labor Agreement), Basic Scale Wages for a single session under Paragraph 7, Schedule B (or double that amount in the case of a Leader/Contractor), plus doubles, excluding only Health and Welfare contributions.
 - For the use of Underscore/Cues, Basic Scale Wages for a single session under Paragraph 7, Schedule B for each 15 minutes of music (or double that amount in the case of a Leader/Contractor), plus doubles, excluding only Health and Welfare contributions.
 - For Music Preparation, Basic Scale Wages for a single session under Paragraph 7, Schedule B for Copyist, Librarian, Proofreader and other Music Preparation Musicians, and double that amount for an Arranger or Orchestrator.
- 25. Grievance and Arbitration:** If the parties cannot reach an acceptable resolution to any dispute, the parties may select a mutually agreed upon neutral arbitrator or initiate a formal grievance procedure through the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS).
- 26. Union Security:** All Musicians employed by the Employer shall be members in good standing of the AFM, or shall become and remain members in good standing in accordance with applicable Federal and State laws.