

AFM SINGLE SONG OVERDUB SCALE AGREEMENT

1. This Agreement is made and entered into by and between _____ (“Employer”) and Local # _____ of the American Federation of Musicians of the United States and Canada (“Local Union”) for the purpose of establishing rates and conditions for the performance of one or more overdub sessions on one or more previously recorded audio tracks (“Original Track”), hereinafter called a “Single Song.” These combined recorded performances may be released commercially, or can be combined with tracks recorded under the AFM Limited Pressing Agreement, but if any Original Track was recorded or produced under any other AFM Agreement, the applicable scale under that Agreement applies and this Agreement cannot be used.
2. To the extent permitted by applicable law, musician(s) 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 the 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. The minimum rate is \$100 per song. If video content is required, the musician(s) shall be compensated a minimum of an additional 25% of the per song rate.
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. The contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated on August 1, 2018.

(b) Employer designates ___ Musician(s) ___ Employer ___ Payroll Company to make the pension contribution on Employer’s behalf, and the designated entity will file the AFM Single Song/Single Player 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. 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 in the United States or three thousand (3,000) units in Canada through one or more pressings of physical product, digital downloads, Employer shall, within 30 days: (i) inform all 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(s) 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 Session SRLA payment, with applicable AFM H&W and Pension Fund contributions. For more than two songs, or an entire album that has reached the unit threshold, the upgrade payment will be one Regular Session SRLA payment, with applicable AFM H&W and Pension Fund contributions for each 15 minutes of music. For reference, one unit is defined as a single digital download of one song, an entire album, or an aggregated of 1,500 streams on a Digital Service Provider.

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 any of the original (pre-overdub) instrumental tracks are used in the final version of any recording, all those musicians shall be added to the contract at the time of an upgrade to the SRLA.

Notwithstanding any other provision of this Agreement, it is understood and agreed that this Agreement cannot be used to capture symphonic, opera, chamber, ballet, or 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 supplant or supersede any otherwise applicable AFM Agreement.

7. In the event the Company 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 and Employers’ Pension Fund, through the applicable Local Union, as an unallocated contribution unattached to benefits payable to any particular participant.

Non-Interactive streaming such as Sirius XM, Pandora, etc., is permitted. With respect to the recording covered by this Agreement, the Producer 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).

8. 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 from the AFM a “Buyer’s Assumption Agreement” (“BAA”), contained in Article 24.(e) of the SRLA, which requires compliance with the provisions of paragraphs 6, 8 and 9 of this Agreement. 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.

9. 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.

10. 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, sign the applicable AFM agreement, and fulfill all conditions required for such New Use. 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. The Single Song will be treated as original music recorded under any such new agreement.

11. Musician and Employer agree that this Agreement shall be in full force and effect for six months from the date of execution, at which time all work and compensation will have been completed to the satisfaction of all parties. If Employer desires to engage musician(s) for additional Single Songs (up to 12 total in a six month period) 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 set forth in Exhibit A of this Agreement, as required by Paragraph 3 above, and send it to the Local Union.

Exhibit A – Compensation Worksheet/Song Titles/Input Form

The compensation set forth in Paragraph 3 of this Agreement shall be as follows, based on the Compensation Chart below:

Compensation Chart				
Total Compensation (scale wages, H&W, pension and electronic transaction fee)	<u>Scale Wages</u>	<u>H&W</u> (6% of scale wages)	<u>Pension</u> (14.09% of scale wages)	Electronic Transaction Fee (PayPal) (3% of scale wages)
\$100	\$81.25	\$4.85	\$11.45	\$2.45
\$125	\$101.50	\$6.15	\$14.30	\$3.05
\$150	\$121.75	\$7.45	\$17.15	\$3.65
\$200	\$162.50	\$9.70	\$22.90	\$4.90
\$250	\$203.00	\$12.25	\$28.60	\$6.15
\$300	\$243.75	\$14.55	\$34.35	\$7.35
\$350	\$284.25	\$17.15	\$40.05	\$8.55
\$400	\$325.00	\$19.40	\$45.80	\$9.80
\$450	\$365.50	\$22.00	\$51.50	\$11.00
\$500	\$406.25	\$24.25	\$57.25	\$12.25

Musicians Names, Last 4 of SSN#	Song Title(s)	Total Compensation (scale wages, H&W, pension and electronic transaction fee)	Scale Wages	H&W (6% of scale wages)	Pension (14.09% of scale wages)	Electronic Transaction Fee (3% of scale wages)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

**AFM SINGLE SONG OVERDUB SCALE AGREEMENT
LETTER OF ACCEPTANCE**

This Agreement, between the American Federation of Musicians, Local ____ (“Local Union”) and _____ (“Employer”) relates to the Sound Recording project identified as _____ (“Project”) with recording dates commencing as of ____/____/____.

The Employer, with respect to the recording sessions for this project, and only this project, shall abide by and be obligated to all the terms and working conditions of the AFM Single Song Overdub Scale Agreement. In accordance with the Single Song Overdub Scale Agreement, the Employer designates ____ Musician(s) ____ Employer ____ Payroll Company to make pension contributions on the Employer’s behalf.

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.

DATE OF EXECUTION: ____/____/____

EMPLOYER (PRINT NAME): _____

EMAIL: _____

ADDRESS: _____

ARTIST NAME: _____

PROJECT TITLE: _____

MUSICIAN(S) (PRINT NAMES): _____

EMPLOYER SIGNATURE: _____

DATE: ____/____/____

MUSICIAN SIGNATURE: _____

DATE: ____/____/____

APPROVED BY AFM LOCAL #: _____

SIGNATURE OF LOCAL OFFICER: _____

DATE: ____/____/____