

VISUAL ARCHIVAL RECORDING LETTER OF AGREEMENT
(NON-SYMPHONIC)

**AMERICAN FEDERATION OF MUSICIANS
3220 WINONA AVENUE
BURBANK, CA 91504**

DATE: _____

We, the undersigned have requested permission to employ the services of musicians in the production of an Archival Recording of their live casual performance of _____ held at _____ date _____.

It is understood that this performance will be a live pick-up only, utilizing not more than two cameras with no special rehearsals or camera blocking involving the musicians for this taping. You hereby grant such permission to us on condition that we will immediately pay the applicable wages and pension monies and all financial fringe benefits as outlined in the attached summary.

Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer, an amount equal to 12.1% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.

Applicable scale will include the two hour minimum, pension fund and health and welfare payment with the exclusion of night premiums, sideline musicians and music preparation wage rates. The arranger/orchestrators would receive the same scale as leader and copyists would receive the same scale as a sidemusician.

The Producer will not permit duplication of the tape, nor allow any hearing of the tape for purposes other than to be reviewed by the producer. Should any tape made under the terms and conditions of this agreement ever be used for any purpose other than archival, e.g. phonograph records, commercial announcements, or background music, or for any type of sound visual program, the Producer will fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including but not limited to the payment of prevailing wages, residuals, royalties and benefits.

It shall be a condition of employment that all employees of the Producer covered by this Agreement who are members of the Federation in good standing on the execution date of this Union Security agreement shall remain members in good standing and those who are not members on the execution date of this Union Security agreement shall, on the thirtieth day following said execution date, become and remain members in good standing of the Federation. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after said execution date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Federation. To the extent permitted by applicable law, only the services of members in good standing of the Federation shall be used for the performance of any bargaining unit work in Canada.

A completed B-7 Report Form shall be filed by the Producer or its designee with the Local Union and shall accompany each payment required under this Agreement for each recording session.

Very truly yours,

(Name of Production Company)

Date: _____

(Signature)

Accepted and Agreed to:
American Federation of Musicians
Of The United States and Canada

(Print Name)

(Address)

By: _____

(Area Code) Phone

(Email address)

**ARCHIVAL LETTER OF ADHERENCE
SUMMARY OF SCALES
(NON-SYMPHONIC)**

WAGE SCALES:

Per side-musician per 2 hr. service (Double for one musician alone, and for leader):	\$75.00
Overtime 15 minute increments or fraction thereof, per musician:	\$9.37
PENSION:	12.1%
HEALTH AND WELFARE:	\$7.50
ORCHESTRA MANAGER/ CONTRACTOR:	Required if 10 or more musicians. Must be present at all recording sessions during entire engagement. Minimum pay double minimum rate applicable to non-doubling side-musician.
DOUBLING:	50% for the first double and 20% for each double thereafter.
CARTAGE:	Harp \$30.00 all others \$12.00
REST PERIODS:	10 minutes per hour
ADVANCE NOTICE:	No musician shall be required to remain longer than one hour overtime unless a longer time requirement was specified at the time he/she accepted the engagement.
PAYMENT PENALTY:	Due within 15 business days. The following penalty shall apply when payment is received late: 15 th -30 th business days after due date- 5% 31 st -60 th business days after due date- 10.5% After 60 th business day, with notice- 50% 10% penalty shall occur for each 30 days thereafter.