

LOCAL # _____,
AMERICAN FEDERATION OF MUSICIANS, AFL-CIO/CLC
NON-SYMPHONIC LIMITED PRESSING AGREEMENT

1. This Non-Symphonic Limited Pressing Agreement is made and entered into by and between _____ (hereinafter, "Company") and Local _____, American Federation of Musicians of the United States and Canada (hereinafter, "Local Union") for a limited pressing project with the working title _____, to be recorded on the following dates: _____.
2. The parties agree that the purpose of this Agreement is to establish rates and conditions for musicians employed in the production of sound recordings, tapes and discs, DVD's of performances that are captured in a live or studio environment, and digital downloads, where the aggregate number of physical or download units produced of a particular sound recording does not exceed 10,000 in the United States or 3,000 in Canada, and the aggregate number of units produced as a DVD does not exceed 5,000 in the United States or 2,000 in Canada. With respect to sound recordings, units for these purposes shall be defined as CDs, Vinyl and digital downloads. It is further accepted and understood that this Agreement shall be applied only to the creation of a single finished project. With respect to digital downloads of recordings, each album or DVD sold will count as one unit towards the unit limit. Each download of less than a full album or DVD will count as a full unit. Interactive streaming shall not be permitted under this Agreement. In the event the Company intends to make its recording available for Interactive Streaming it shall enter into and abide by the terms and conditions of the AFM Sound Recording Labor Agreement. Non-Interactive streaming is permitted and is addressed in Paragraph 12 of this Agreement.
3. To the extent permitted by applicable law, all musicians who are members in good standing of the Local Union when their employment commences hereunder shall be continued in such employment only so long as they remain members in good standing of the Local Union. All other musicians covered by this Agreement shall become and remain members in good standing of the Local Union on or before the thirtieth day following the commencement of their employment or the effective date of this Agreement, whichever is later. To the extent permitted by applicable law, only the services of members in good standing of the American Federation of Musicians of the United States and Canada shall be engaged in the performance of any bargaining unit work in Canada.
4. The Company recognizes the Local Union as the sole and exclusive bargaining agent for all instrumental musicians, conductors, copyists, librarians, orchestrators and arrangers of instrumental music, synthesizer programmers, and those who perform similar or related services connected with the recording of sound recordings.
5. The Company shall not require, request, induce or in any manner attempt to influence any person covered by this Agreement to render services pertaining to the production of sound

recordings except under the terms of this Agreement and/or the AFM Sound Recording Labor Agreement. The Local Union shall make every effort and exercise full authority to see that its members engaged in recording activities do nothing in derogation of the terms and intent of this Agreement.

6.
 - A. The Company shall give advance notice to the Local Union of all sessions called under this Agreement.
 - B. A completed B-9 Report Form shall be filed by the Company or its designee with the Local Union and shall accompany each payment required under this Agreement for each recording session.
 - C. The Company shall provide copies of all releases to the Local or the Local's designee.
7. Representatives of the Local Union and/or the American Federation of Musicians of the United States and Canada shall have access to the place of recording for the purpose of conferring with the musicians.
8. For the services covered by this Agreement in the making of sound recordings as provided hereunder, the Company agrees to compensate each musician in accordance with the terms and conditions that are set forth on the attached Addendum, attached hereto and incorporated by reference.
9. In the event that a limited pressing performance is videotaped in a live or studio environment for release as a DVD or digital download, the production and/or sale of which does not exceed 5,000 units in the United States or 2,000 units in Canada, the Company shall compensate each instrumentalist, arranger, orchestrator, and copyist, in addition to the amounts required under Section 8 of this Agreement:
 - i. an amount equal to 25% of the pensionable wages due under Section 8 ("Image Fee"), which encompasses the right of the Company to use up to two minutes of video footage as part of an Electronic Press Kit.
 - ii. except in Canada, an additional health and welfare contribution of \$26 per musician, payable to the Local Union's health and welfare plan where applicable, otherwise, to each musician a non-pensionable wages; and
 - iii. an additional pension contribution of 12.81% of original pensionable wages in the United States or 11.75% of the original pensionable wages in Canada.

Whenever the production and/or sale of audiovisual content captured pursuant to this Section 9 exceeds 5,000 units in the United States or 2,000 units in Canada, the limited pressing upgrade provisions of the AFM Sound Recording Labor Agreement will apply; provided, however, that the Company will be entitled to a credit or offset in the amount of the Image Fee already paid pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, it is understood and agreed that this Agreement cannot be used to capture live theatrical engagements, or in lieu of the AFM Sound Recording Labor Agreement 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.

10. If the Company 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 said buyer, assignee, lessee, licensee, or transferee a separate agreement ("Buyer's Assumption Agreement") made expressly for the benefit of the American Federation of Musicians of the United States and Canada as representative of the musicians involved, requiring such buyer, assignee, lessee, licensee or transferee to comply with the provisions of this Agreement with respect to additional compensation to musicians and pension and health and welfare contributions by reason of pressings and/or digital download album sales of a sound recording in excess of 10,000 (3,000 in Canada) units as provided in Section 11 of this Agreement.
11. The Company agrees to deliver to the Local Union an executed copy of the Buyer's Assumption Agreement within thirty (30) days after the sale, assignment, lease, license, or other transfer of such recording with the name and address of the buyer, assignee, lessee, licensee or transferee.

Upon delivery of such Buyer's Assumption Agreement, and on condition that the Union approves in writing the financial responsibility of the buyer, assignees, lessee, licensee or transferee, Company shall not be further liable for payments required under this Section 9 for that particular recording, except for pressings/downloads made by the Company.

A. Should the aggregate distribution of any recording produced under this Agreement ever exceed 10,000 (3,000 in Canada) units, or should the recording of any theatrical production that was produced as a cast album under this Agreement as a non-Broadway, non-"Tony" eligible cast album subsequently become a production eligible for a Tony Award or appear in any theater as a production under the terms and conditions of the collective bargaining agreement between Local 802 and the League of American Theatres and Producers ("Broadway production"), the Company shall immediately inform the Local Union of that fact and further agrees to enter into and fulfill all conditions required by the then applicable AFM Sound Recording Labor Agreement of the Federation together with the Sound Recording Trust Agreement and the Sound Recording Special Payments Fund Agreement appropriate thereto. Payment of the then prevailing wages, benefits, and payments specified in those agreements shall be made to all musicians who performed services in the original limited pressings of the sound recording, including all provisions for total minutes of music, minimum calls, doubling, etc., with credit applied for the original payment.

For the purpose of calculating the obligation of the Company under the Sound Recording Trust Agreement and the Sound Recording Special Payments Fund Agreement, the 10,000 (3,000 in Canada) units produced or allowed under this Agreement shall be included in the computation of those obligations.

- B. Without limitation to the duration of this Agreement, the Company shall:
 - (i) Keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement.
 - (ii) Six months after the effective date of this Agreement and each six months thereafter, furnish to the Local Union a report with respect to all recordings made

under this Agreement containing all information pertaining to pressings, distribution and sales of recordings referred to in the preceding paragraph.

(iii) 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.

12. In the event the recording made under this Agreement is ever used for any purpose not explicitly set forth herein, including but not limited to conventions, commercial announcements, motion pictures, or videotape/live television, the Company shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of Musicians of the United States and Canada pertaining to such use, including but not limited to payment of all applicable wages, residuals, royalties and benefits.

With respect to the recording covered by this Agreement, the Employer 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).

13. The Company agrees to be bound by the trust indenture dated October 2, 1959, 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 Company as provided in Sections 8 and 9 herein. These contributions shall be deemed to include the contributions required by the rehabilitation plan adopted by the Board of Trustees of the fund on April 15, 2010, and updated June 27, 2016.
14. A copy of this Agreement will be filed with the American Federation of Musicians of the United States and Canada and the AFM and Employers' Pension Fund.
15. In the event of a dispute over the terms and conditions of this Agreement, or in regard to any payment required by this Agreement, either party shall have the right to submit the dispute to arbitration before the American Arbitration Association, the costs of such arbitration to be equally shared by the parties. The decision of the arbitration shall be binding upon both parties and shall not be subject to Court review, except that either party may petition an appropriate Court for the enforcement of an award, if necessary.

<p>Local Union # _____ American Federation of Musicians of the United States and Canada</p> <p>By: _____</p> <p>Its: _____ Name and Title</p>	<p>Company: _____ _____ _____</p> <p>Address _____ _____</p> <p>Phone _____</p> <p>Email _____</p>
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