



# AMERICAN FEDERATION OF MUSICIANS REPORT FORM FOR DEMONSTRATION RECORDING - AUDIO ONLY

**RPNo.**

This Agreement is made and entered into by and between \_\_\_\_\_ hereinafter called the "Producer," and Local Union No. 47 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local Union."

This engagement is for the purpose of making a DEMONSTRATION RECORD only: Any recording made shall be used only for the purpose of private performances for prospective buyers of the master recording or prospective employers of the musicians' services. It shall not be sold nor shall it be used for any other purpose except pursuant to agreement with the Federation. Said recording shall be labeled "DEMONSTRATION RECORD - NOT FOR SALE OR COMMERCIAL USE." Only the selections listed on this contract may be recorded.

For the services rendered by the musicians covered by this Agreement in the making of demonstration recordings, the Producer agrees to hire and to compensate the musicians in accordance with the terms and conditions as provided below and as further specified on the reverse side of this form as well as provided in Addendum "A" which is attached and made a part hereof.

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| Recording Date: _____ No. of Musicians: _____<br>Hours of Employment: _____<br>Rec. Studio/Location: _____<br>City: _____ State: _____<br>Producer/Employer: _____<br>Producer/Employer's Address: _____<br>Authorized Signature: _____<br>Print Name of Signer: _____ | Name of Artist/Group: _____<br>Leader: _____ Local No.: <u>47</u><br>Leader's Signature: _____<br>AFM Local: <u>Professional Musicians, Local 47</u><br>Address: <u>817 Vine Street</u><br><u>Hollywood, CA 90038</u><br>Authorized Signature: _____<br>Print Name of Signer: <u>Eric Dawson, Assistant to the President</u> |
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|    | NO. of Min. | TITLE of TUNES / PIECES |    | NO. of Min. | TITLE of TUNES / PIECES |
|----|-------------|-------------------------|----|-------------|-------------------------|
| A. | _____       | _____                   | G. | _____       | _____                   |
| B. | _____       | _____                   | H. | _____       | _____                   |
| C. | _____       | _____                   | I. | _____       | _____                   |
| D. | _____       | _____                   | J. | _____       | _____                   |
| E. | _____       | _____                   | K. | _____       | _____                   |
| F. | _____       | _____                   | L. | _____       | _____                   |

| LOCAL UNION NO. / CARD NO. | EMPLOYEE'S NAME (As on Social Security Card)<br>LAST INIT. FIRST<br>(Instrument(s)) (LDR) | HOME ADDRESS (Give Street, City & State) | SOCIAL SECURITY NUMBER | NO. of DBLS | ID of TUNES | WAGES (1)<br>CARTAGE | PENSION | H&W WHERE APPLICABLE |
|----------------------------|---|--|------------------------|-------------|-------------|----------------------|---------|----------------------|
| -----                      |   |  |                        |             |             | -----                |         |                      |
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| -----                      |   |  |                        |             |             | -----                |         |                      |
| -----                      | (ARR)   |  |                        |             |             | -----                |         |                      |
| -----                      | (ORC)   |  |                        |             |             | -----                |         |                      |
| -----                      | (COPY)  |  |                        |             |             | -----                |         |                      |

(1) Insert overscale wages being paid.  
 Include all music prep. info on this form or continuation sheet, with copies of invoices attached.

**FOR FUND USE ONLY:**

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|------------------------------|--|
| TOTAL PENSION CONTRIBUTIONS: |  |
| TOTAL H&W CONTRIBUTIONS:     |  |

## Audio Demo Recording

RP No.

1. The Producer recognizes the Local Union as the sole and exclusive collective bargaining agent for all instrumental musicians, conductors, copyists, orchestrators and arrangers of instrumental music, synthesizer programmers, and those who perform similar or related services connected with the recording of Demonstration Recordings within the jurisdiction of the Local Union.
2. The Producer 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 Demonstration Recordings except under the terms of this 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.
- 3A. The Producer shall give advance notice to the Local Union of all Sessions called under this Agreement.
- 3B. A completed B-5 Report Form (see reverse side) 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.
4. Representatives of the Local Union and/or the Federation shall have access to the place of recording for the purpose of conferring with the musicians.
5. A Producer may 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, provided that in advance of any such sale, assignment, lease, license or transfer: (1) the Producer obtains from the other party (buyer, assignee, lessee, licensee or transferee) a Buyer's Assumption Agreement made expressly for the benefit of the American Federation of Musicians as representative of the musicians involved, requiring such buyer, assignee, lessee, licensee or transferee to comply with all the provisions of this Agreement; and (2) the American Federation of Musicians approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee. The Federation shall be deemed to have granted the request to approve the Buyer's Assumption Agreement unless the Federation provides written notice to the contrary within ninety (90) days from the receipt of the request to approve the Buyer's Assumption Agreement.

Once the Buyer's Assumption Agreement goes into effect pursuant to the prior provision, the Producer shall not be liable for any further payments for that particular recording.

6. Should any recording produced under the auspices of this Agreement ever, without limitation to the duration of this Agreement, be included in any Phonograph Record, the Producer shall immediately inform the Local Union of that fact and further agrees to enter into and fulfill all conditions required by the then current Phonograph Record Labor Agreement of the Federation, together with the Phonograph Record Trust Agreement and Phonograph Record Manufacturers' 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 production of the Demonstration Recording(s), including all provisions for total minutes of music, minimum calls, doubling, etc.

6A. In the event that the recording made under this agreement is ever used for any purpose not explicitly set forth herein, including but not limited to conventions, phonograph recordings, commercial announcements, motion pictures, or videotape/live television, the employer shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of Musicians pertaining to such use, including but not limited to payment of all applicable wages and benefits.

7. Pursuant to the provisions of federal law, in those states where permitted, the Producer agrees to deduct the applicable work dues, based on scale wages, from the wages of each musician rendering services pursuant to this Agreement and to remit such work dues to the Union within 15 days after such deductions are made.

8. Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended, 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 Producer, an amount equal to 10.4% of the Scale Wages earned by said musicians.

9. To the extent permitted by applicable law, all musicians who are members in good standing of the American Federation of Musicians, hereinafter called the Federation, when their employment commences hereunder shall be continued in such employment only so long as they remain members in good standing of the Federation. All other musicians covered by this Agreement shall become and remain members in good standing of the Federation on or after the thirtieth day following the commencement of their employment or the effective date of this Agreement, whichever is later.

10. Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

11. The employer represents that there does not exist against it, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for any such employer. No employee will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part.

12. The employer, in signing this contract himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein, and, if applicable to the services to be rendered hereunder, acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.

13. It is expressly understood and agreed by all the parties hereto that neither the Federation nor any subordinate body thereof is liable for any breach of this agreement by the employer or by any of the employees.

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Distribution of the 6 copies of the Report Form is as follows:

1. Original (first) page is to be sent to AFM-EP Fund, 304 East 44th St., New York, NY 10017, with Pension contribution check made payable to the AFM-EP Fund.
2. One copy is to be retained by the Producer.
3. The remaining 4 copies are to be sent to the applicable AFM Local with the musicians' checks. The AFM Local will (a) Retain one copy, (b) Send one copy to the AFM, 1501 Broadway, Ste. 600, New York, NY 10036, (c) Send one copy to the leader and (d) Send one copy to the Health & Welfare Fund (where applicable).