

AMERICAN FEDERATION OF MUSICIANS

PAYROLL COMPANY ASSUMPTION AGREEMENT

THEATRICAL MOTION PICTURE

The undersigned _____,
(insert the name of Payroll company)
herein for convenience referred to as the "Payroll Company", hereby
agrees with _____,

(insert name of Non-Signatory Producer)
herein for convenience referred to as the "Producer", that picture
photoplays covered by this Agreement are subject to the AFM Basic
Theatrical Motion Picture Agreement of 2005 and particularly to
the provisions of Article 15 and 16 thereof relating to payment to
the Film Musicians Secondary Markets Fund (the "Secondary
Markets Fund")(previously known as the Theatrical and Television
Motion Picture Special Payments Fund) on release of a theatrical
motion picture photoplay to free television or Supplemental
Markets; and said Producer hereby agrees to abide by and perform
the provisions of said Basic Agreement. Said Producer also hereby
agrees, expressly for the benefit of the Secondary Markets Fund, to
make the payments required by Articles 15 and 16.

It is expressly understood and agreed that the rights of any such
Producer to exhibit or license the exhibition of such photoplays on
free television or in Supplemental Markets shall be subject to and
conditioned upon the payment to the Secondary Markets Fund as
provided in Article 15 and 16 of said Basic Agreement and it is
further agreed that the Secondary Markets Fund shall be entitled
to seek injunctive relief and damages against the Producer in the
event any such payments are not made.

The undersigned Producer agrees to keep or have access to
complete books and records showing the income derived from the
sale, lease, license, or distribution of such motion pictures on free
television and in Supplemental Markets within the entire territory
for which Producer is granted such rights and the Federation and
the Administrator of the Secondary Markets Fund shall have the
right at all reasonable times to examine and inspect such books
and records. The undersigned shall give the Federation prompt
written notice of the date on which each photoplay covered hereby
is first telecast in free television and/or in Supplemental Markets.
An inadvertent failure to comply with said notice requirements
shall not constitute a default by the undersigned Producer provided
that such failure is cured promptly after notice thereof from the
Federation.

Upon delivery of such Assumption Agreement, the Payroll Company shall not be further liable to the Federation for the keeping of any such records related to or for the payment(s) required based on the exhibition of the motion picture on free television or in Supplemental Markets and the Secondary Markets Fund agrees to look exclusively to the Producer who is the party to the Assumption Agreement for the keeping of such books and records, payments and compliance with credit obligations.

AGREED:

PAYROLL COMPANY

PRODUCER/BUYER

Signature

Signature

Print Name

Print Name

Address

Address

City State

City State

Telephone

Telephone

Date

Date

NAME OF PICTURE

THEATRICAL MOTION PICTURE _____

ORIGINAL RECORDING SESSION DATE: _____

COMPOSER: _____