

7. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 9 below, and the Federation may enforce this prohibition in any court of competent jurisdiction.
8. This Contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this Contract or whose name appears on the Contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)") and by the agent or agent(s) of each participating musician, including the Local. It is expressly understood by the Purchaser and the musician(s) who are parties to this Contract that neither the Federation nor the Local are parties to this Contract in any capacity except as otherwise expressly provided within this Contract, and, therefore, that neither the Federation nor the Local shall be liable for the performance of breach of any provision hereof.
9. Any claim or controversy arising out of this Contract in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason, including but not limited to the arbitrability of any dispute arising between the parties, shall be submitted to binding arbitration. Either party may request arbitration within 180 days of its first obtaining knowledge of the circumstances giving rise to the claim or controversy. Notice of request for arbitration shall be sent in writing to the other party and to the Local, which shall send a written Arbitration Option Form to the Purchaser. Unless either party notifies the Local in writing of any changes in its address, a notice by personal service or by certified mail to the address given by that party in this Contract shall be deemed adequate notice of request for arbitration, notice of list of arbitrators, and notice of hearing.

Upon receipt of the written Arbitration Option Form, the Purchaser shall choose one of the arbitration procedures set forth below and shall advise the Local in writing of its choice within 15 days of the date of the request for arbitration. If the Purchaser fails to notify the Local within this time limit, the Local shall have the right to choose which of the arbitration procedures shall be used or, alternately, may choose to pursue a claim arising under this Contract in Small Claims Court for any amount within the jurisdiction of Small Claims Court.

Option No. 1—Hearing Board: The claim or controversy shall be forwarded to the Hearing Board of the Local for processing in accordance with the Bylaws of the Local. The arbitration services of the Hearing Board shall be available at no cost to either party. All rulings and awards made by the Hearing Board in arbitration shall be final and binding upon all parties to the dispute.

Option No. 2—American Arbitration Association: The Local shall send for a list of arbitrators from the American Arbitration Association, and the Local and the Purchaser shall choose an arbitrator therefrom. If the Purchaser fails to contact the Local within 15 days from the receipt of the list of arbitrators from the American Arbitration Association, then the Arbitrator shall be chosen by a representative of the American Arbitration Association. In any arbitration conducted under this Option, the Rules for Labor Arbitration as promulgated by the American Arbitration Association shall apply. The Local and the Purchaser shall share equally the cost of the Arbitrator and the administrative cost of the American Arbitration Association. At the hearing, a court reporter may be present at the expense of the requesting party. If either party has been duly notified of the arbitration hearing and fails to appear, the Arbitrator shall be authorized to hear evidence presented by the party appearing and to render a decision. The decision of the Arbitrator shall be final and binding upon all parties to the dispute.

If either party is found through either of the above Options to have breached this Contract, that party shall pay 12% annual interest on the principal amount of any monetary damages awarded for such breach from the date of the breach to the date of the arbitration award. Either party may seek to enforce an award rendered under either of the above Options as provided either by the California Code of Civil Procedure or the Federal Arbitration Act (9 USC Section 1 et seq.) and may bring such action, at its election, in either a State or a Federal Court of competent jurisdiction. If court action is needed to obtain compliance by the the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgment at an annual rate of 12%, and shall pay reasonable attorney's fees.

10. A representative of the Local shall have access to the place of engagement covered by this Contract for the purposes of communicating with the musician(s) performing the engagement and the Purchaser.
11. If the Purchaser is the employer of the musician(s) and the engagement described herein is subject to contributions to the American Federation of Musicians' and Employers' Pension Fund (hereinafter called the "Pension Fund"), then the Purchaser/employer shall execute an approved Participation Agreement with the Pension Fund, shall agree to be bound by the AFM-EP Trust Agreement and Trust Indenture Plan, dated October 2, 1959, as amended, and shall make contributions in the amount(s) specified in the Casual Wage Scales of the Local (or other applicable wage scales) to the Pension Fund on behalf of the musician(s) in accordance with the rules of the Pension Fund.
12. If the Purchaser is the employer of the musician(s) and the engagement described herein is subject to contributions to the Musicians' and Employers' Health and Welfare Fund (hereinafter called the "H&W Fund"), then the Purchaser shall agree to be bound by the Musicians' and Employers' Health and Welfare Trust Agreement of February 12, 1970, as amended, and shall make contributions in the amount(s) specified in the Casual Wage Scales of the Local or other applicable wage scales to the H&W Fund on behalf of the musician(s) in accordance with the rules of the H&W Fund.