



# AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

## SOUND RECORDINGS

### Limited Pressings & Digital Distribution Agreement for Canada

**T**HIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**-BETWEEN-**

\_\_\_\_\_ (Producer)

**-AND-**

**Toronto Musicians' Association  
Local 149  
The American Federation of Musicians  
of the United States and Canada (Local 149)**

- 1) This Agreement sets forth the terms and conditions under which the above noted Producer may engage musicians for the production of sound recordings, for limited pressings (in the case of physical product) and limited distribution (in the case of digital downloads) as described in this Agreement.
- 2) It is agreed that only members of the American Federation of Musicians of the United States and Canada may be engaged under the terms of this Agreement.
- 3) A duly authorized representative of Local 149, upon presentation of proper identification, shall be granted access to the studio or other place where services are being performed hereunder.
- 4) It is agreed that under this Agreement, and for payment of fees as provided herein, the aggregate number of **sound recording units** will not exceed 3,000.

**Sound recording units** shall be calculated as follows:

- (i) For physical product (CD, tape, disk, etc.) – one unit – based on units manufactured, not on units sold.
- (ii) For digital downloads – 1/10 of one unit per downloaded track or track segment (10 downloaded tracks or track segments = 1 unit).

- (iii) For streams – 1/150 of one unit per stream (150 streams = 1 unit).
- 5) It is further agreed that when the total number of sound recording units exceeds 3,000, the Producer shall:
- (i) notify the Local 149 Office
  - (ii) sign a Letter of Adherence to the then current AFM Sound Recording Labor Agreement (SRLA) and
  - (iii) pay to the musician(s) who participated in those recordings the difference between the amount originally paid to them and the applicable national or international fee contained in the then current AFM SRLA.
- 6) The Producer shall keep accurate records of all production and sales of sound recording units. Upon request in writing from Local 149, the Engager shall allow the agent(s) of that Local to examine all records and accounts concerning all transactions with respect to sound recordings made under this Agreement.
- 7) This Agreement shall not be utilized for symphony orchestras, or new use sound track albums without prior approval of AFM's Vice President from Canada
- 8) Should a recording made under this Limited Pressings Agreement be utilized in whole or in part in any new product or medium, including but not limited to commercial announcements, underscoring for theatrical motion picture, television film, videotape or any other television production, the Producer shall enter into and shall fulfill all conditions required by the then current applicable AFM Agreement pertaining to such use, including but not limited to all fees and benefits.

#### EXHIBIT "A"

- 1) FEES: **\$75.00** per hour with a two (2) hour minimum call, except in the case of an over-dubbing session where the minimum call may be one (1) hour.
- 2) OVERTIME: to be pro-rated in one-half (1/2) hour segments.
- 3) LEADER OR SINGLE MUSICIAN: additional 50%.
- 4) LENGTH OF FINISHED PRODUCT PER SESSION: not more than seven and one half (7 1/2) minutes per hour.
- 5) REST PERIODS: ten (10) minutes per hour.

6) MUSICIANS' PENSION FUND OF CANADA

CONTRIBUTION: 11.75% over and above all minimum fees.

7) MUSIC PREPARATION: When necessary, use fees as outlined in the CBC-AFM Agreement.

8) ADDITIONAL USE CLAUSE FOR AUDIO-VISUAL:

In the event that a non-symphonic Limited Pressing audio performance is videotaped in a live or studio environment for release, Limited Pressing audio scale hourly rates and benefits apply, plus an additional 25% of scale as an Image Fee. The Producer may use up to two (2) minutes of video footage for an Electronic Press Kit without additional payment beyond the 25% Image Fee except for the additional 11.75% Pension contribution. Arrangers, orchestrators, and copyists shall receive additional compensation of 25% of the original pensionable wages.

When an aggregate 2000 units of the video are produced and/or sold, normal SRLA Limited Pressing upgrade provisions apply, except that with respect to the Image Fee, the Employer shall pay the difference between the original 25% over scale payment and the SRLA Image Fee. The Agreement cannot be used to capture live theatrical engagements or with the Limited Pressing Sound Recording Conditions Schedule B (for non-Broadway/non-Tony eligible cast album) and cannot be used to supersede any otherwise applicable AFM Agreement.

The above terms and conditions are agreed to for the following project:

Project Title and Details: \_\_\_\_\_

Project Format: Audio Only  Audio / Visual  (Add 25% to all fees)

Project Output: Physical  Digital Download  Streaming

\_\_\_\_\_  
(Local 149, AFM)

\_\_\_\_\_  
(Producer)

Address:

Phone #:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date