

**AMERICAN FEDERATION OF MUSICIANS  
TELEVISION FILM  
BUYER'S ASSUMPTION AGREEMENT**

"The undersigned, \_\_\_\_\_,  
(insert name of buyer, licensee or distributor)  
hereinafter referred to as the "Buyer," hereby agrees with

\_\_\_\_\_, hereinafter  
(insert name of Producer)

referred to as the "Producer," that all television motion picture or series photoplays covered by this agreement are subject to the applicable provisions of the American Federation of Musicians ("AFM") Basic Television Film Agreement of 2002, in general, and in particular to the provisions of Article 14 thereof relating to payments to the Film Musicians Secondary Markets Fund ("Fund"). Said Buyer also hereby agrees, expressly for the benefit of the Fund, to make the payments required by Article 14.

"It is expressly understood and agreed that the rights of any such Buyer to exhibit or license the exhibition of such photoplays in Supplemental Markets shall be subject to and conditioned upon the payment to the Fund as provided in Article 14 of said Basic Agreement, and it is further agreed that the Fund shall be entitled to seek injunctive relief and compensatory damages against the Buyer in the event such payments are not made.

"Buyer shall be liable to make the payments described above but only based upon rights actually acquired by Buyer and only for the period it holds such rights.

"The undersigned Buyer agrees to keep or have access to complete books and records showing the income derived from the sale, lease, license, or distribution of such television motion picture or series in Supplemental Markets within the entire territory for which Buyer is granted such rights and the Federation and the Fund Administrator 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 Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the undersigned Buyer provided that such failure is cured promptly after notice thereof from the Federation.

"Buyer further agrees that in the event of a sale, transfer, license or assignment of the Supplemental Markets distribution rights to the above-referenced television motion picture or series, Buyer shall obtain from the purchaser, transferee, licensee or assignee an Assumption Agreement covering the rights disposed of in the form set forth herein and shall provide an executed copy of such Assumption Agreement to the Federation. Upon delivery of such Assumption Agreement, Buyer shall not be further liable to the Federation or the Fund for the keeping of any records related to or the payments required based upon the rights covered under the Assumption Agreement for the exhibition of the television motion picture or series in Supplemental Markets and both the Federation and the Fund agree to look exclusively to the purchaser, transferee, licensee or assignee executing such Assumption Agreement for the keeping

of such books or records and for making the payments attributable to the rights acquired. In the event Buyer fails to deliver such Assumption Agreement, it shall continue to be liable for the keeping of records and for the payments required for the exhibition of the television motion picture or series in Supplemental Markets.”

AGREED:

_____ PRODUCER	_____ BUYER
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Address	_____ Address
_____ City                      State	_____ City                      State
_____ Telephone	_____ Telephone
_____ Date	_____ Date

\_\_\_\_\_  
NAME OF TELEVISION MOTION PICTURE OR SERIES

TELEVISION MOTION PICTURE\_\_\_\_ TV SERIES\_\_\_\_\_

ORIGINAL RECORDING SESSION DATE: \_\_\_\_\_

COMPOSER: \_\_\_\_\_