



American Federation of Musicians of the United States and Canada

AFFILIATED WITH THE A.F.L.-C.I.O./C.L.C.

OFFICE OF THE PRESIDENT
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Los Angeles, CA 90010
(213) 251-4510 • FAX (213) 251-4520

«Date»

«Title». «FirstName» «LastName»
«Producer»
«Address1»
«City», «State» «PostalCode»

SPECIAL LETTER OF AGREEMENT

RE: “«Film»”, A Film for (Festival/or Student Film) Use Only

Dear «Title». «LastName»:

This is to confirm the Agreement between the American Federation of Musicians (“AFM”) and «Producer», (“Producer”) for the recording of music for a film for Festival/or Student Film use only.

The terms and conditions for the recording are as follows:

- A. Each Musician will receive \$35.00 per hour, with a three-hour minimum session required.
- B. Leader/Contractor to be paid at Double Scale. First Double to be paid at 25% of side musicians’ scale, and Second Double and each thereafter to be paid at 10% of side musicians’ scale.
- C. Additional overtime to be paid in one half hour segments at \$17.50 per half hour with a maximum of one (1) hold hour.
- D. Music Preparation, (copyists and orchestrators, etc.) shall be paid according to the scales set forth in the Low Budget Films Agreement.
- E. Pension contribution: Producer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers’ Pension Fund, as amended from time to time, providing for contributions to the Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the Producer, an amount equal to 11% of the wages paid under (A)-(D) above to said musicians.
- F. Health and Welfare payments of \$20.34 will apply and are to be paid to the Health and Welfare Fund in the Local whose jurisdiction the work is being performed. In the event that the Local has no Health and Welfare Fund, payment shall be made to the musicians.
- G. This session should be submitted to the Local **and** the AFM on an AFM B-7 contract, under “MISC”, and with the statement that “This is a Special Agreement with the AFM per Carol M. Sato, Executive Director of the Electronic Media Services Division and is for “«Film»”, a film produced for <Festival or Student Film Use Only> and is for this project only.”

(Cont.)

- H. It is further understood that that the music recorded **under the terms of this Agreement**, will not be used for any purpose other than in “«**Film**»” unless the Producer or its assignee executes and complies with the terms and conditions of the AFM agreement that would apply if the music were originally recorded for that purpose.
- I. **It is agreed and understood, by both parties, that should this <Festival Film or Student Film> ever be released for Theatrical or Television Exhibition, a Signatory Company will assume the obligation to additionally pay the applicable Theatrical Motion Picture Scale or Television Film Scale. This payment shall be made at least fourteen (14) days prior to release, to the Musicians on this contract, with all pertinent doubles and double scale amounts, including music preparation personnel, as well as assuming the full Film Musicians Secondary Markets Fund obligations. A new B-7 Report Form shall be filed with the AFM Local #«Local» and the American Federation of Musicians.**
- J. **Should a non-signatory production or distribution company become the Buyer or Distributor, a Payroll Assumption Agreement will be executed, binding Buyer/Distributor to the obligations set forth in paragraph (I.) And the Musicians shall be paid through this Signatory Payroll Company, at least fourteen (14) days prior to release. A new B-7 Report Form shall be filed with the AFM Local #«Local» and the American Federation of Musicians.**
- K. This Agreement covers the recording of music for this Festival Film “«**Film**»”, for «**Producer**» and is on an experimental basis only. It is understood that this Agreement is between the American Federation of Musicians and «**Producer**» and that the terms and conditions of this Agreement are non-citable and non-precedent setting.
- L. This approval is subject to a total budget of not more than \$1,000,000.00 for a feature length film. Proof of budget shall be submitted in writing to the Federation.

Kindly sign two (2) copies of this agreement and return both sets to this office for execution. A completed countersigned agreement will be returned to your office for your files.

Sincerely yours,

 Carol Sato, Executive Director
 Electronic Media Services Division
 AFM – West Coast Office

ACCEPTED AND AGREED TO:
 AMERICAN FEDERATION OF MUSICIANS
 THE UNITED STATES AND CANADA

ACCEPTED AND AGREED TO:

By: _____
 Carol M. Sato, Executive Director
 Electronic Media Services Division

By: _____
 (Signature)

Date: _____

 (Print Name and Title)

Date: _____