

AMERICAN FEDERATION OF MUSICIANS

PAYROLL COMPANY ASSUMPTION AGREEMENT

THEATRICAL MOTION PICTURE

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

_____, hereinafter
(insert name of Non-Signatory Producer)

referred to as the "Producer," that picture photoplays covered by this Agreement are subject to the applicable provisions of the American Federation of Musicians ("AFM") Basic Theatrical Motion Picture Agreement of 2015, herein referred to as the "Basic Agreement," in general and in particular to the provisions of Articles 15, 16, and the New Media sideletter of the Basic Agreement thereof relating to payments to the Film Musicians Secondary Markets Fund ("Fund") on the licensing of a theatrical motion picture photoplay to free television, Supplemental Markets, and/or New Media. Said Producer also hereby agrees, expressly for the benefit of the Fund, to make the payments required by Articles 15, 16, and the New Media provisions in the Basic Agreement.

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, in Supplemental Markets, and/or New Media, shall be subject to and conditioned upon the payment to the Fund as provided in Articles 15, 16, and the New Media provisions of said Basic Agreement, and it is further agreed that the Fund shall be entitled to seek injunctive relief and compensatory 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, in Supplemental Markets and/or New Media within the entire territory for which Producer 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 on free television, released in Supplemental Markets and/or New Media. 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, Supplemental Markets, and/or New Media and the Federation agrees to have the Fund 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
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City	City
State	State
_____	_____
Telephone	Telephone
_____	_____
Date	Date

NAME OF THEATRICAL MOTION PICTURE

ORIGINAL RECORDING SESSION DATE: _____

COMPOSER: _____