

**AMERICAN FEDERATION OF MUSICIANS**

**PAYROLL COMPANY ASSUMPTION AGREEMENT**

**THEATRICAL MOTION PICTURE AND/OR TELEVISION FILM**

“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 2002 and/or the AFM Television Film Labor Agreement of 2002, herein referred to as the “Basic Agreements,” in general and in particular to the provisions of Article 15 and 16 of the Theatrical Motion Picture Agreement and/or Article 14 of the Television Film Labor 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 and/or Supplemental Markets and/or the licensing of a television motion picture/series to Supplemental Markets. Said Producer also hereby agrees, expressly for the benefit of the Fund, to make the payments required by Articles 15 and 16 and/or Article 14.

“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 and/or in Supplemental Markets shall be subject to and conditioned upon the payment to the Fund as provided in Article 15 and 16 and/or Article 14 of said Basic Agreements, 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 and/or in Supplemental Markets 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 in free television and/or released in Supplemental Markets. 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 and/or in Supplemental Markets 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 State

\_\_\_\_\_  
City State

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME OF THEATRICAL PICTURE, TV FILM OR SERIES

THEATRICAL MOTION PICTURE \_\_\_\_\_ TV FILM/SERIES \_\_\_\_\_

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

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