

AMERICAN FEDERATION OF MUSICIANS
PAYROLL COMPANY ASSUMPTION AGREEMENT
THEATRICAL MOTION PICTURE

The undersigned _____,
(insert the name of Payroll company)
herein for convenience referred to as the "Payroll Company", hereby agrees with
_____,
(insert name of Non-Signatory Producer)

herein for convenience referred to as the "Producer", that picture photoplays covered by this Agreement are subject to the AFM Basic Theatrical Motion Picture Agreement of 2010 and particularly to the provisions of Article 15 and 16 thereof relating to payment to the Film Musicians Secondary Markets Fund (the "Secondary Markets Fund")(previously known as the Theatrical and Television Motion Picture Special Payments Fund) on release of a theatrical motion picture photoplay to free television or Supplemental Markets; and said Producer hereby agrees to abide by and perform the provisions of said Basic Agreement. Said Producer also hereby agrees, expressly for the benefit of the Secondary Markets Fund, to make the payments required by Articles 15 and 16.

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 or in Supplemental Markets shall be subject to and conditioned upon the payment to the Secondary Markets Fund as provided in Article 15 and 16 of said Basic Agreement and it is further agreed that the Secondary Markets Fund shall be entitled to seek injunctive relief and 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 in Supplemental Markets within the entire territory for which Producer is granted such rights and the Federation and the Administrator of the Secondary Markets Fund 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 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 or in Supplemental Markets and the Secondary Markets Fund agrees to 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/BUYER
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City	City
State	State
_____	_____
Telephone	Telephone
_____	_____
Date	Date

NAME OF PICTURE

THEATRICAL MOTION PICTURE _____

ORIGINAL RECORDING SESSION DATE: _____

COMPOSER: _____