

SOUND RECORDING - SINGLE PROJECT SHORT FORM

LETTER OF AGREEMENT

This Agreement between the American Federation of Musicians (herein called the "AFM") and the Company known as _____ (herein called the "Employer" relates solely to the Sound _____ Recording _____ project _____ identified _____ as

with the recording date(s) scheduled for _____. (Name _____ of Artist/Project)

1. **Terms and Conditions** (a) The Employer, with respect to the recording sessions for this project, and only this project, shall abide by and be obligated to all of the terms and working conditions of the AFM Sound Recording Labor Agreement (February 1, 2006 - January 31, 2009), and the Sound Recording Manufacturers' Special Payments Fund Agreement (February 1, 2006 - January 31, 2009) and the Sound Recording Trust Agreement (February 1, 2006 - January 31, 2009) with respect to the Sound Recordings produced under this Letter of Agreement which are hereby incorporated into this Agreement.

(b) If the Employer shall sell, assign, lease, license, or otherwise transfer title to or permission to use any master record produced under this Agreement for the purpose of allowing such party to manufacture Sound Recordings (or other devices reproducing sound) for sale, the Employer shall obtain from such party a separate Assumption Agreement requiring such party to comply with the terms of the Sound Recording Manufacturers' Special Payments Fund Agreement and the Sound Recording Trust Agreement. Such Assumption Agreement shall be in the form set forth in Attachment A. The Employer further agrees to provide the AFM, the Sound Recording Manufacturers' Special Payments Fund and the Music Performance Trust Fund, within thirty (30) days of each such sale, assignment, lease license or other transfer of title, with an executed copy of the Assumption Agreement.

2. **Non-Precedential, Non-Citable Basis** The Parties acknowledge and agree that this Agreement shall not constitute, nor be considered as, precedent and shall not be citable by either party hereto in any forum whatsoever for any purpose other than to enforce the terms hereof.

3. **Authorized Representative** The Parties each represent and warrant that the individual signing of this Agreement on their respective behalves are authorized to do so and that the Agreement, upon such execution, will be a valid and binding obligation of each Party and enforceable against it.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

Accepted and Agreed:

Accepted and Agreed

**American Federation of Musicians
of the United States and Canada**

Signatory Company

Print Name of Authorized Officer

Print Name of Company

Title

Print Name of Authorized Officer

Signature of Authorized Officer

Signature of Authorized Officer

Date

Address

City, State, Zip

Telephone No. Fax No.

Date e-mail address

Unincorporated Employers please note: If pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") are made on behalf of any employee who is also an owner or part-owner of the Employer, Fund

rules require that the Employer must be incorporated and that a valid certificate of incorporation must be submitted to the Fund promptly upon signing this acceptance letter.

SOUND RECORDING – SINGLE PROJECT SHORT FORM

ATTACHMENT A

1. The undersigned, (insert name and business address of buyer, assignee, lessee, licensee or other transferee), herein for convenience referred to as the “Distributor”, hereby agrees with (insert name of Employer), herein for convenience referred to as the “Company”, that (identify Sound Recordings covered by agreement) (“Sound Recordings”) are produced from master records containing music performed or conducted by musicians covered under one or more Sound Recording Labor Agreements, and the Distributor agrees to be legally bound by the terms and conditions of the applicable Sound Recording Manufacturers’ Special Payments Fund Agreement and Sound Recording Trust Agreement* (collectively, the “Fund Agreements”) with respect to such Sound Recordings in the same manner as if it were a signatory to the Fund Agreements. Such terms and conditions include, but are not limited to, the following:
 - a: The Distributor shall make payment to the Funds with respect to sales of Sound Recordings in the amount and at the time required under the Fund Agreements.
 - b: The Distributor shall keep full and accurate records and accounts concerning all transactions on which payments to the Funds are required in convenient form and pursuant to approved and recognized accounting practices.
 - c: The Funds shall have the right at all reasonable times during the Distributor’s business hours to have their agents examine and audit all accounts and records, including the agreement between the Company and the Distributor by which rights to Sound Recordings are transferred, as may be necessary to verify that the Distributor is complying with its payment obligation to the Funds.
2. It is expressly understood and agreed that the rights of the Distributor to sell such Sound Recordings shall be subject to and conditioned upon compliance with the terms and conditions of the Fund Agreements, and it is agreed that the AFM (acting on behalf of any affected musician) and the Funds shall be entitled to seek injunctive relief and damages against the Distributor does not comply with the terms of the Fund Agreements.
3. The Distributor agrees that, in the event that it sells, assigns, leases, licenses or otherwise transfers title to or permission to use one or more Sound Recordings to another party, the Distributor will obtain from such party 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 AFM and to the Funds within thirty (30) days of such sale, assignment, lease, license or transfer. Upon delivery of such Assumption Agreement and upon the consent of the AFM, which shall not be unreasonable withheld, the Distributor shall not be further liable to the AFM or to either Fund for failing to comply with the terms of the Fund Agreements and both The AFM and the Funds shall look exclusively to such subsequent transferee for compliance with the terms of the Fund Agreement with the respect to the rights acquired. In the event the Distributor fails to deliver such Assumption Agreement or the AFM reasonably withholds its consent or both, the Distributor shall continue to be liable for compliance with the terms of the Fund Agreements with the respect to the use of Sound Recordings by such third party.
4. Except as provided in the preceding paragraph, the Distributor shall be liable for the payments and other obligations described above, based only upon rights actually acquired by the Distributor and only for the period it hold such rights.

* Previously known as the Phonograph Record Labor Agreement, Phonograph Record Manufacturers’ Special Payments Fund Agreement and Phonograph Record Trust Fund Agreement.