AMERICAN FEDERATION OF MUSICIANS LOCAL 47
OF THE UNITED STATES AND CANADA AFL-CIO/CLC

LIMITED PRESSING AGREEMENT (NON-SYMPHONIC)

BASIC RATES

Wage Scales:	Session with 1 to 15 musicians: $75.00 per hour Session with 16 to 30 musicians: $70.00 per hour Session with over 30 musicians: $65.00 per hour
Overtime	The overtime rate shall be 150% of base scale, to be paid in one-half (1/2) hour segments for any unit of time a musician performs services beyond the original session call time. Additionally, any musician who performs in a session beyond 6 hours shall be paid overtime.
Rest Period:	Ten (10) minutes per hour.
Pension:	Shall be an additional 14.09% of gross scale, including overtime and doubling made payable to AFM-EP Fund. This rate shall apply to all musicians including those who provide music preparation services.
Health & Welfare:	A health and welfare contribution of $30 per musician, per day, shall be made payable to the Entertainment Industry Flex Plan. This rate shall apply to all musicians including those who provide music preparation services. If the company opts for AudioVisual Capture, the health and welfare contribution shall be $2, in addition to the $28 contribution required for the AudioVisual Capture.
Overdubbing:	50% of base scale for the 2nd and each additional track.
Doubles:	The first double shall be paid at 25% of base scale and 10% for each double thereafter all other provisions as per Local 47 Wage Scales and Rules and Regulations.
Cartage:	A cartage fee of Thirty Dollars ($30.00) for large instruments (harp, Timpani etc.) and Twelve Dollars ($12.00) each for medium sized instruments (amplifiers, drums, string bass, baritone sax, etc.)
AudioVisual Capture:	Musicians shall be paid the following additional amounts for any and all videotaping. Additional 25% of the pensionable wages due under Paragraph 12 (“Image Fee”). An additional health and welfare contribution of $28 per musician, per day, payable to the Local Union’s health and welfare plan and an additional pension contribution of 14.09% of the Image Fee wages.
Leader/ Contractor:	Leader, contractor or single musician shall receive not less than 150% of base scale. If twelve or more musicians are employed a contractor is required.
Music Prep:	The scale for all music preparation services shall be Eighty-Five percent (85%) of the rates set forth in the current Sound Recording Labor Agreement of the Federation.
Finished Product:	No more than seven and one-half (7 ½) minutes of music per one (1) hour session.
Payroll Requirement:	The Company acknowledges liability to provide workers’ compensation insurance and to pay social security and unemployment insurance taxes.
Cancellation:	A session, once called, shall not be canceled, postponed, or otherwise rescheduled less than seven (7) days prior to the date of the session. In the event of an emergency a session may be canceled, postponed or otherwise rescheduled upon shorter notice with the consent of the Office of the Local President.
Payment:	Payment of wages shall be made not later than fifteen (15) business days following the engagement. Wages not paid within this time period shall be subject to a late payment penalty of five percent (5%) of the amount due plus an additional five percent (5%) for each additional 15-business day period that the payments are late. The Company shall make Flex Plan and Pension Fund contributions at the same time the Company pays the musicians for the sessions. An extension of these time limits for good cause may be approved by the Local’s Executive Board.

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The Local must be notified in advance of the session and a session number assigned to the project or standard AFM recording rates will apply to the wages of all participating musicians.

1. This Non-Symphonic Limited Pressing Agreement is made and entered into by and between _____ hereinafter called the "Company", and AFM Local 47 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local" and relates solely to the Limited Pressing project identified as:

   Album Artist:_____

   Project Title:_____

   To be recorded on the following date(s):_____

2. The parties hereto agree that the purpose of this Agreement is to establish rates and conditions for musicians employed in the production of digital or analog sound recordings, tapes, discs, DVD's of performances that are captured in a live or studio environment, digital downloads, and streams, where the aggregate number of physical or download units of a particular sound recording does not exceed 10,000 in the United States or 3,000 in Canada, and the aggregate number of units produced as a DVD does not exceed 5,000 in the United States or 2,000 in Canada. With respect to sound recordings, units for these purposes shall be defined as CDs, Vinyl, digital downloads, and streams as detailed in this Paragraph 2. It is further accepted and understood that this Agreement shall be applied only to the creation of a single finished project and the music that is recorded shall not be utilized for any other purpose whatsoever (eg: live performance, soundtrack album, original cast album, symphony orchestra recording or underscoring for motion pictures, theatrical films, television film, videotape, jingle or live television production, etc.) other than for sale to the public as a sound recording. With respect to digital downloads of recordings, each album or DVD sold will count as one unit towards the unit limit. With respect to streams on digital service providers, one unit shall be defined as an aggregate of 1,500 streams of material from the project across all such providers. Each download of less than a full album or DVD will count as a full unit. Non-Interactive streaming such as Sirius XM, Pandora, etc., is permitted and is addressed in Paragraph 11 of this Agreement. In the event the Company intends to make its recording available for Interactive Streaming, such as Spotify, the obligation shall be 0.55% of Receipts for Audio Streams exploited in the United States which shall be forwarded on a semi-annual basis to the AFM-EPF, through the applicable Local, as an unallocated contribution unattached to benefits payable to any particular participant.

3. The Company recognizes the Local as the sole and exclusive bargaining agent for all instrumental musicians, conductors, copyists, librarians, orchestrators and arrangers of instrumental music, synthesizer programmers, and those who perform similar or related services connected with the production of sound recordings within the jurisdiction of the Local.

4. To the extent permitted by applicable law, all musicians who are members in good standing of the Local when their employment commences hereunder shall be continued in such employment only so long as they remain members in good standing of the Local. All other musicians covered by this Agreement shall become and remain members in good standing of the Local on or before the thirtieth (30th) day following the commencement of their employment or the effective date of this Agreement, whichever is later. To the extent permitted by applicable law, only the services of members in good standing of the American Federation of Musicians of the United States and Canada shall be engaged in the performance of any bargaining unit work in Canada.

5. The Company shall not require, request, induce or in any manner attempt to influence any person covered by this Agreement to render services pertaining to the production of sound recordings except under the terms of this Agreement and/or of the Sound Recording Labor Agreement of the American Federation of Musicians. The Local shall make every effort and exercise full authority to see that its members engaged in recording activities do nothing in derogation of the terms and intent of this Agreement.

6. The Company shall give 48 hours advance notice to the Local of all sessions called under this Agreement.

   A. A completed B-9 Report Form shall be filed by the Company or its designee with the Local and shall

accompany each payment required under this Agreement for each recording session within 15 days of the engagement.

B. The Company shall provide copies of all releases to the Local or the Local's designee.

7. Representatives of the Local and/or the American Federation of Musicians of the United States and Canada shall have access to the place of recording for the purpose of conferring with the musicians and enforcing the terms of this Agreement.

8. In the event that there is audiovisual capture of a limited pressing performance in a live or studio environment, the Company shall compensate each instrumentalist, arranger, orchestrator, and copyist:

A. an amount equal to 25% of the pensionable wages due under Paragraph 12 ("Image Fee").

B. an additional health and welfare contribution of $28 per musician, per day, payable to the Local Union's health and welfare plan where applicable, otherwise, to each musician a non-pensionable wages; and

C. an additional pension contribution of 14.09% of the Image Fee wages in the United States.

Whenever the production and/or sale of audiovisual content captured pursuant to this Paragraph 8 exceeds 5,000 units in the United States or 2,000 units in Canada, the limited pressing upgrade provisions of the AFM Sound Recording Labor Agreement will apply; provided, however, that the Company will be entitled to a credit or offset in the amount of the Image Fee already paid pursuant to this Agreement.

The Company may use video footage as part of an Electronic Press Kit, provided that in no event shall the use either a complete tune or in excess of two minutes from a tune. In the event that the Company fails to comply with the foregoing, the Company shall be required to compensate each musician at the rates provided for under Exhibit B Traditional Music Videos of the applicable Sound Recording Labor Agreement.

Notwithstanding any other provision of this Agreement, it is understood and agreed that this Agreement cannot be used to capture live theatrical engagements, or in lieu of the AFM Sound Recording Labor Agreement Limited Pressing Sound Recording Conditions Schedule B (for non-Broadway/non-"Tony eligible" cast albums), nor shall it be interpreted to supplant or supersede any otherwise applicable AFM Agreement.

9. In the case a sound recording produced under the terms of this Agreement is licensed to a Music Service Licensee ("Direct Digital Streaming License"), or any other licensee, the Company shall submit a copy of such license to the Local Union. If the Company shall sell, assign, lease, license or otherwise transfer title to a recording produced under the terms of this Agreement for any other purpose, to any other person, firm, corporation, or other business entity, it shall obtain from said buyer, assignee, lessee, licensee or transferee a separate Agreement ("Buyer's Assumption Agreement") made expressly for the benefit of the Local as representative of the musicians involved, requiring such buyer, assignee, lessee, licensee or transferee to comply with the provisions of this Agreement with respect to additional compensation to musicians and pension and health and welfare contributions by reason of pressings and/or digital download album sales of a Sound Recording in excess of 10,000 units in the United States or 3,000 units in Canada as provided in the succeeding Paragraph 10 of this Agreement.

10. The Company agrees to deliver to the Local an executed copy of the Buyer's Assumption Agreement within thirty (30) days after the sale, assignment, lease, license or other transfer of the recording with the name and address of the buyer, assignee, lessee, licensee or transferee. Upon delivery of such Buyer's Assumption Agreement and on condition that the Local approves in writing the financial responsibility of the buyer, assignee, lessee, licensee or transferee, the Company shall not be further liable for payments required under Paragraph 8 for that particular recording, except for pressings/downloads made by the Company.

A. Should any Recording produced under the auspices of this Agreement ever, without limitation to the duration of this Agreement, be included in any sound recording which, through one or more Pressings, reaches an aggregate production in excess of 10,000 units in the United States and 3,000 in Canada, the Company shall within 90 days inform the Local of that fact and further agrees to enter into and fulfill all conditions, including any additional compensation due to the participating musicians required by the then current Sound Recording Labor Agreement of the Federation and with the Sound Recording Trust Agreement and the Sound Recording Manufacturers' Special Payments Fund Agreement appropriate thereto. Payment of the then prevailing wages, benefits, and payments specified in those agreements shall be made to all Musicians who performed services in the original Limited Pressings of the Phonograph Record, including all provisions for

total minutes of music, minimum calls, doubling, etc., with credit applied for the original payment. For the purpose of calculating the obligation of the Company under the Sound Recording Trust Agreement and the Sound Recording Manufacturers' Special Payments Fund Agreement, the ten-thousand (10,000) units produced or allowed under this Agreement shall be included in the computation of said obligations.

B. Without limitation by the duration of this Agreement, the Company shall:

(i) Keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement.

(ii) Six months after the effective date of this Agreement and each six months thereafter, furnish to the Local a report with respect to all recordings made under this Agreement containing all information pertaining to pressings, distributions and sales of recordings referred to in the preceding paragraph.

(iii) Upon request in writing from the Local, at least five (5) days before the date of examination, allow the designated agent(s) of the Local to examine, during reasonable business hours, all records and accounts concerning all transactions with respect to recordings made under this Agreement.

11. In the event the Company utilizes, distributes or in any other way exploits the music produced hereunder for any purpose not explicitly set forth herein, including but not limited to conventions motion pictures; videotape/live television; or commercial announcements the Company shall sign upon presentation and shall fulfill all conditions required by the applicable agreement of the American Federation of Musicians of the United States and Canada or Local Union pertaining to such use, including but not limited to payment of all applicable wages, residuals, royalties, and benefits. Further, in connection with the undertakings set forth in this Paragraph 12(A), it expressly agreed that in the event the Company utilizes, distributes or in any other way exploits the music produced and recorded under this Agreement for any purpose not covered by this Agreement, it shall become – not more than ten (10) days after written demand from Local 47 to do so – a signatory to any and all AFM or Local 47 Agreements that cover or pertain to the Company's other use, distribution and/or exploitation of the music covered by this Agreement.

A. Local 47 and the Company further agree that in the event the Company sells, transfers, licenses or in other manner allows or facilitates another business entity and/or natural person to utilize or exploit the recordings covered by this Agreement for any purpose whatsoever, then the Company shall

(i) provide - not less than forty-five (45) days prior to the anticipated completion of such sale, transfer, licensing, etc. - Local 47 with written notice of such sale, transfer, licensing, etc., and

(ii) require - as an express condition of such sale, license, transfer or other exploitation of the music covered under this Agreement - the purchaser and/or transferee to enter into a separate agreement through which said transferee specifically adopts and agrees to be bound the terms of this Agreement, including, but not limited to, the undertakings and obligations set forth in Paragraph 12(A), above. In the event the Company breaches the obligations set forth in this Paragraph 12(B), it shall become liable and responsible for all amounts that otherwise would be due from and on behalf of such purchaser and/or transferee.

With respect to the recording covered by this Agreement, the Company may not enter into a licensing arrangement with a third party ("Third Party Licensee") which allows that Third Party Licensee to exploit the recording by entering into direct licenses with music services ("Music Services Licensees") for digital transmissions otherwise eligible for the statutory license pursuant to 17 U.S.C. Sec. 114, unless the license between the Third Party Licensee and the Music Services Licensee ("Direct Digital Streaming License") provides that 50% of the total royalties and other compensation payable by the Music Services Licensee in respect of the transmissions shall be paid to SoundExchange and passed on to the artists on the recording (including the Musicians as featured artists) pursuant to the provisions of 17 U.S.C. Sections 114(g)(B), (C), and (D).

12. For services covered by this Agreement in the making of sound recordings as provided hereunder, the Company agrees to compensate each musician in accordance with the terms and conditions that are set forth on the attached "Basic Rates", attached hereto and incorporated by reference.

13. The Company, in signing this contract, or having same signed by a representative, acknowledges their authority to do so and hereby assumes liability for the amount stated herein, and, if applicable to the services to be rendered hereunder, acknowledges its liability to provide workers' compensation insurance and to pay social security and unemployment taxes.

14. The Company agrees, in addition to all wages and other sums required to be paid hereunder, to make contributions on behalf of each employee covered by this agreement to the Entertainment Industry Flex Plan ("the Flex Plan") or its lawful successor.

The Flex Plan is a Trust, operated pursuant to the terms and provisions of a written Trust Agreement and employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreement(s). Payment of contributions to the Flex Plan as herein provided must be received by the Plan by the 15th day of the calendar month following the payroll month in which the Employee worked and shall be deemed delinquent thereafter. Payment of contributions to the Flex Plan is otherwise subject to the rules, regulations and procedures of the Flex Plan. For more information go to www.flexplan.com/remit Payments and remittance report should be mailed to: Entertainment Industry Flex Plan PO Box 60669 Los Angeles CA 90060-0669.

15. The Company agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated 10/2/59, as amended, and agrees to contribute to the Fund an amount equal to 14.09% of all musicians scale wages, including those who perform music preparation services earned under this Agreement, which is inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits of musician scale wages earned under this Agreement. This contribution rate is inclusive of all amounts required under

the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference. A copy of this Agreement will be filed with the American Federation of Musicians of the United States and Canada and the AFM and Employers' Pension Fund.

16. Any claim or controversy arising out of this Agreement in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason, including but not limited to the arbitrability of any dispute arising between parties, shall be submitted to binding arbitration. Either party may request arbitration within 180 days of its first obtaining knowledge of the circumstances giving rise to the claim or controversy. Notice of request for arbitration shall be sent in writing to the other party and to the Local. The Company agrees to supply requested information to the Local and its representatives in connection with the processing of any claim brought to its attention. Unless either party notifies the Local in writing of any changes in its address, a notice by personal service or by certified mail to the address given by that party in this Agreement shall be deemed adequate notice of request for arbitration, notice of list of arbitrators, and/or notice of hearing.

If the Company fails to respond to the Local within 15 days of the date of the request for arbitration, the Local shall have the right to choose to arbitrate, or, alternatively, may choose to pursue a claim arising under this contract in Small Claims Court for any amount within the jurisdiction within Small Claims Court.

The Grievance shall be arbitrated through the services of the Federal Mediation and Conciliation Service (FMCS). The Local shall send for a list of arbitrators from the arbitration service, and the Local and the Employer shall choose an arbitrator mutually agreed upon therefrom. The Local and the Employer shall share equally the cost of the arbitrator and the administrative cost of the arbitration service. At the hearing, a court reporter may be present at the expense of the requesting party. If either party has been duly notified of the arbitration hearing and fails to appear, the arbitrator shall be authorized to hear evidence presented by the parties present and to render a decision. The award shall be rendered within 48 hours of the hearing

If either party is found to have breached this Agreement, that party shall pay 12% annual interest of the principal amount of any monetary damages awarded for such breach, from the date of the breach to the date of the arbitration award. Either party may seek to enforce an award rendered under either of the above Options as provided either by the California Code of Civil Procedure or the Federal Court of competent jurisdiction. If court action is needed to obtain compliance by the losing party with an arbitration award hereunder, the losing party shall pay, in addition to the principal amount of damages, interest on said principal amount from the date of the arbitration award to the date of judgment at annual rate of 12%, and shall pay reasonable attorney's fees.

17. A copy of this Agreement will be filed with the American Federation of Musicians of the United States and Canada, the Entertainment Industry Flex Plan, and the AFM Employers' Pension Fund.

This Agreement shall be in full force and effect from_____to July 31, 2026, and, except as set forth above, shall terminate automatically on January 31, 2026 without notice from either party to the other. The terms and conditions of this Agreement will apply in perpetuity to any recordings made under this Agreement prior to July 31, 2026.

FOR THE LOCAL:	**FOR THE COMPANY:**
Titled Officer/EMD Administrator *Date*	*Company Name*
	Signature
Address (PO Box Not Acceptable)	*Print Name* *Date*
	Address (PO Box Not Acceptable)
Phone *Email*	*Phone* *Email*

DEFINITIONS

Doubling shall occur when a Musician is required to play more than one instrument in a Session with the exception of instruments within the following respective groups: The playing of any second instrument shall be construed as doubling, except that in the case of Percussion instruments the instruments shall be considered in categories, and the playing of instruments within a single category shall not be regarded as a double. The categories shall be:

- **A.** Drum Set, including cowbell and woodblock
- **B.** Timpani
- **C.** Chimes
- **D.** Vibraphone
- **E.** Mallet Keyboards other than chimes or vibraphone, including orchestra bells, marimba, and xylophone.
- **F.** Accessory Percussion (except when included as part of a drum set), including anvil, bass drum, bamboo wind chimes, bell plate, bird whistles, boat whistlers, brass wind chimes, gong, jingle sticks, piatti cymbals, pop gun, ratchet, bell, slap-stick, sleigh bells, slide whistle, snare drum, tabor, tambourine, tam tam, temple blocks, tom tom, triangle, washboard, woodblock.
- **G.** Latin Instruments, including a-go-go bells, bongos, cabasa, castanets, cencerro (Latin cowbell), chocalho (shaker) claves, Conga drums, cuica, guiro (scratcher, jawbone (quijada), maracas, maraca sticks, pandeiro, puili sticks, reco reco, sand blocks, timbales, vibraslap.
- **H.** Each additional percussion instrument not included in the above categories, e.g., boo bams, steel drums, table, or cimbalom, and shall constitute a double. Doubling for electronic percussion instruments shall be calculated based on the instruments for which the electronics are substituted.

Location Recording The Company agrees to become signatory to the Limited Pressing Agreement prior to making any recording of a public performance. All musicians must be notified in advance that their performance will be recorded under the terms and conditions of the Limited Pressing Agreement. Musicians must be paid for the number of hours of recorded concert but no less than the two-hour minimum described in the Agreement. During any day, no more than the length of the actual performance shall be recorded. Each hour of recorded product shall permit the release of up to seven and one-half (71/2) minutes of finished product on a sound recording. The Company will make additional payments equal to the hourly rate of pay for each seven and one-half (71/2) minutes of recorded music (or fraction thereof) that are released or in any way distributed. Payment of these additional wages must be made not later than fifteen working days from the aforementioned date (release/distribution date) or late payments as set forth in this

Agreement will apply. The Company will be given credit for the recording hours paid for at the time of the original session.

Overdubbing shall occur when a Musician is required to record additional tracks for a Project covered by this Agreement for use with tracks recorded at a Basic Session. No overdubbing of other tracks shall be permitted without the express prior approval of the Local. Or when a musician is required to record multiple parts in a single session, the final product of which could not be performed by a single musician in real-time.

Overtime Period shall mean any one half-hour period, or portion thereof, immediately following a Session or another overtime period during all or part of which a Musician's services are required for recording.

Pressing shall mean any reproduction of a Sound Recording, through the medium of disk or tape or other device, the units of which are intended for and/or available for sale and/or other distribution.

Project shall mean the final product for which one or more Sessions were held under this agreement, and which is available for Pressing.

Session shall mean a period of time during all or part of which a Musician's services are required for recording.

Small Ensemble Recording shall cover recorded music performed by chamber ensembles, big band groups or other small ensembles consisting of not more than twenty-four (24) musicians, in which each musician performs a unique part without any Overdubbing or Stacking. No more than fifteen (15) minutes of recorded music is allowed per hour. Prior approval of the Local 47 Executive Board is required.

Sound Recording shall mean any device (including any not yet developed) for the storage of sound data - digital or analog - intended for Pressing.

Contract A completed B-9 contract must be filed for all recordings made under the Limited Pressing Agreement.