

Television and Radio Commercial Announcements Agreement

October 17, 2001 - October 16, 2004



UNITY • HARMONY • ARTISTRY

American Federation of Musicians of the United States and Canada;

and

The Joint Policy Committee on Broadcast Talent Union Relations of the
Association of National Advertisers/American Association of Advertising Agencies



Association of National Advertisers, Inc.

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81 pages

TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENTS AGREEMENT

(October 17, 2001-October 16, 2004)

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ARTICLE I: PARTIES, TERM, AND APPLICABILITY

1. PARTIES

The Joint Policy Committee on Broadcast Talent Union Relations of the Association of National Advertisers and American Association of Advertising Agencies (ANA-AAAA) and on behalf of each company whose name appears on the lists submitted to the Federation in October, 2001 together with any other party which executes the appropriate Letter of Adherence (each of which is herein severally called the "Employer")—and the American Federation of Musicians of the United States and Canada (herein called "Federation") agree to the following terms, conditions and provisions (herein called the "Agreement").

2. TERM

This Agreement shall be in effect commencing October 17, 2001—or in the case of any new signatory Employer, on the effective date in the Letter of Adherence—and continuing through October 16, 2004.

3. SERVICES COVERED

This Agreement shall apply to the employment of persons who fall within the bargaining unit classifications set forth in Article II (1) in connection with the recording of music tracks to be used in the production of television and radio commercial announcements, and the performance of services under Article XV. Excluded from this Agreement are music tracks recorded in Canada by members of Canadian Locals performing services under the Television and Radio Commercial Announcement Agreement for Canada. Commercial announcements (called "jingles and spot announcements" in prior Agreements) shall include those announcements which consist of (1) words accompanying music, (2) words under or over music, or (3) music intended to be performed without words. Theme music for a program shall be excluded from the definition of commercial announcements.

This Agreement shall also apply to the employment of persons who fall within the bargaining unit classifications set forth in Article II (1) in connection with the recording of music tracks to be used in the production of Internet commercial announcements insofar as the Internet commercial announcement is capable of being used on television or radio in the same form as on the Internet.

4. SUBSIDIARIES AND CONTROLLING INTERESTS

The Employer's obligations under this Agreement shall also be binding upon (1) its subsidiaries, (2) any interest which controls it, and (3) subsidiaries of any interest which controls it, to the extent that any of these makes or deals with commercial announcements covered by this Agreement. The Employer, any interest which controls it, and the subsidiaries of either shall be

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jointly and severally liable with respect to the Employer's obligations arising or due under this Agreement. An interest which owns, directly or indirectly, at least 10% of any class of stock in the Employer shall conclusively be deemed to control the Employer. A corporation shall conclusively be deemed a subsidiary of any person, firm or corporation which, directly or indirectly, owns at least 10% of any class of its stock.

5. NON-TRANSFERABILITY

This Agreement shall be personal to the Employer and shall not be transferable or assignable by operation of law or otherwise without the written consent of the Federation. Without such consent, the Employer shall not transfer or assign any individual contract or part thereof for the performance of services of any member of the Federation or any other member of the bargaining unit or give anyone else control over such contract or such services. If the foregoing is violated and services are thereafter performed by such members of the Federation or other person, or if the transferee or assignee does any act which the Employer is permitted to do under this Agreement, the obligations and duties imposed by this Agreement shall be binding upon the transferee or assignee.

6. TERMINATION

With respect to any individual Employer, the Federation shall have the right, at its option, to terminate this Agreement at any time after a transfer of any interest which controls that Employer or in the event that such Employer or any interest which controls it or any subsidiary of either makes or deals with commercial announcements covered by this Agreement without having in effect a collective agreement with the Federation covering the same. This Section shall apply only when the signatory Employer and the entity making or dealing with the commercial announcements covered by this Agreement constitute a single employer or joint employers.

7. OUTSTANDING CLAIMS

The Employer represents that there does not exist against it any claim of any kind arising out of musical services, and that if any valid claim is found to exist, the Employer shall satisfy the same.

8. WAIVERS

No conduct or failure to act—with or without knowledge by the Federation—other than a statement in writing signed by a duly authorized officer thereof shall constitute a waiver by it of any provision of this Agreement.

9. APPLICABLE LAWS

With respect to services rendered in the United States, this Agreement shall be construed and applied according to the laws of the State of New York and any action against the Federation shall be brought only in courts located in New York County. With respect to services rendered in Canada, this Agreement shall be construed and applied according to the laws of the Province of Ontario and any action against the Federation shall be brought only in courts located in the County of York.

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10. CAPTIONS

All headings are for convenience purposes only and shall not be construed to modify or amend any provisions or otherwise be part of this Agreement.

ARTICLE II: RELATIONSHIP OF THE PARTIES

1. RECOGNITION

The Employer recognizes the Federation as the exclusive bargaining representative for those of its employees working in connection with the making of commercial announcements who are included in a bargaining unit ("Musicians") consisting of instrumentalists, leaders, contractors, conductors, arrangers, orchestrators, music proofreaders, librarians, copyists, sideline musicians and any person who, in exercising musical skills, utilizes a synthesizer or other electronic device to produce music.

2. BARGAINING UNIT WORK

The Employer shall employ only Musicians for the rendition of musical services for all commercial announcements using live music made in the United States and Canada. The Employer shall not record music tracks outside the United States and Canada for the primary purpose of avoiding employment under this Agreement.

3. UNION SECURITY

To the extent permitted by applicable law, any Musicians performing services in the United States who are members of the Federation on the date of signing or the effective date of this Agreement, or on the date of their first employment—whichever is later shall be continued in their employment by the Employer only so long as they continue their membership in good standing in the Federation. All other Musicians performing services in the United States shall become and continue to be members in good standing of the Federation as a condition of their employment no later than the 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 Federation shall be used for the performance of any bargaining unit work in Canada.

4. BYLAWS

All present provisions of the Bylaws, rules and regulations of the Federation are made part of this Agreement as though fully set forth herein to the extent to which their inclusion and enforcement as part of this Agreement are not prohibited by any applicable law. No changes in the Federation's Bylaws, rules and regulations which may be made during the term of this Agreement shall be effective to contravene any of the provisions hereof. The Employer acknowledges its responsibility to be fully acquainted, now and for the duration of this Agreement, with the present contents of the Federation's Bylaws, rules and regulations.

5. CONFLICT OF DUTIES

To the extent permitted by applicable law, nothing in this Agreement shall ever be construed so as to interfere with any obligation which Musicians who are members of the Federation may owe to the Federation as members thereof.

6. PRIMARY LABOR DISPUTES

All Musicians covered by this Agreement shall be free to suspend or terminate their services by reason of any strike, ban or unfair list of the Federation and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons, firms or corporations without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this Agreement to the contrary notwithstanding. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event a Musician refuses to go through or work behind any primary picket line of the Federation, including such primary picket line at the Employer's place of business or at places of business to which Musicians are sent to perform by the Employer.

7. RIGHT OF ACCESS

A duly authorized business representative of the Federation and/or the Federation Local in the jurisdiction of which services are rendered shall, upon presentation of proper identification to the Employer, be granted access to the studio or other place where services are being performed hereunder. Each shall be permitted to visit during working hours that studio or other place where services are being performed hereunder for the proper conduct of the business of the Federation or of such Local, including grievance investigation and processing.

8. NON-DISCRIMINATION

The parties mutually reaffirm their policy of non-discrimination. The Employer reaffirms its policy that no employee shall be discriminated against in employment hereunder, because of race, color, creed, sex, national origin, or age provided the employee is qualified and has the physical ability to perform the work required thereunder. The Federation reaffirms its policy of non-discrimination with respect to admission to membership and rights of membership. The Employer shall annually advise all leaders, contractors, and any of its supervisory personnel involved in the hiring of musicians of the contents of this Section.

9. EMPLOYER'S OBLIGATIONS

For services rendered under this Agreement, the Employer shall pay at least the minimum rates of pay set forth herein and shall fully and faithfully perform and observe all other terms and conditions set forth in this Agreement and in any individual agreements with the persons performing such services. The Employer shall not require, request, induce, or in any manner attempt to influence any Musician to play, perform, or render services in a manner contrary to this Agreement.

10. FEDERATION'S OBLIGATIONS

The Federation shall exercise full authority in order to assure that its Locals and members do nothing in derogation of the terms and intent of this Agreement.

11. UNAUTHORIZED PRODUCTION

The Employer shall not record or aid or assist in the recording of any music for use in a commercial announcement to be produced by any other person, firm or corporation unless authorized in writing by the Federation. The Employer shall not require or permit any Musician

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in its employ to record a music sound track for any purpose which is not authorized herein or in another written agreement with the Federation. No music sound track recorded under this Agreement shall be used in any way which violates the terms of this Agreement.

12. RIGHT TO INFORMATION

Upon request by the Federation, the Employer shall promptly furnish it with a copy of any commercial announcement owned, produced, distributed, used or the use of which has been permitted by the Employer. If the Employer's right to the use of a commercial announcement and/or music track has been purchased or otherwise acquired by the Employer, a copy of the contract under which such right was acquired shall also be furnished to the Federation, provided that the employer shall have the right to delete information of a proprietary nature from the relevant document(s).

13. RIGHT TO AUDIT

The Federation shall have the right from time to time, upon reasonable notice, without limitation to the duration of this Agreement and at all reasonable times during business hours, to have the Federation's duly authorized agent(s) examine and audit the records and accounts of any party to this Agreement concerning all transactions which are or legitimately may be subject to payments under this Agreement to ascertain which sums, if any, may be due and to verify the accuracy of any statement made by any party pursuant hereto. All necessary facilities shall be made available to such authorized agent(s) to enable them to make such examination and audit and to copy and make extracts from said records.

14. INDUSTRY-FEDERATION COMMITTEE

The parties to this Agreement shall maintain a Joint Industry-Federation Committee which shall review problems which may arise under this Agreement and recommend solutions. The Committee shall also explore matters of common interest including global commercial announcements.

ARTICLE III: INDIVIDUAL CONTRACTS

1. CONFORMITY WITH AGREEMENT

The Employer may enter into individual contracts with Musicians provided that such contracts are not in conflict with this Agreement. The provisions contained in this Agreement shall be deemed to be included in and made part of all individual agreements between the Employer and individual Musicians, whether or not they are set forth in such individual agreements.

2. PRESUMED CLAUSE

Except for contracts on official forms prescribed by the Federation deemed to be incorporated which have been entered into in conformity with the provisions of this Agreement, the following provision shall be included in and—whether or not so included--shall be deemed part of all contracts calling for recording services (whether sound or visual) between the Employer and Musicians: "This contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians of the United States and Canada or by a duly authorized agent thereof."

3. INDIVIDUALLY CREATED CONTENT

No rate of compensation established in this Agreement relates or is intended to relate to services rendered by an individual instrumentalist performing alone who creates or composes the musical content of his performance. Compensation in excess of the rates provided herein shall be paid to such an instrumentalist in accordance with individual agreement between the Employer and such instrumentalist. To the extent practicable, such individual agreement shall be negotiated prior to the time of performance.

4. TERMINATION OF AGREEMENT

Any individual contract in existence at the termination of this Agreement (whether such termination is caused by expiration, breach, or otherwise), made and entered into by the Employer for the employment of and rendition of services by Musicians, shall not impose any obligation on the part of members of the Federation to render further musical services for the Employer on work covered by this Agreement unless this Agreement is renewed or a new one entered into permitting the same. In the event this Agreement is not renewed or a new one is not entered into prior to or immediately upon the expiration of this Agreement, such members may, at their option, render services to any others without obligation or liability to the Employer.

ARTICLE IV: TRANSFER OF RIGHTS

1. FEDERATION APPROVAL

Without the prior written permission of the Federation*, the Employer shall not use or grant any rights to use—whether by way of sale, assignment, mortgage, lease, gift, license or other transfer of title or permission to use, and whether by operation of law or otherwise (herein called “transfer”)—in whole or in part, any commercial announcement, film, videotape or recording, which, in whole or in part, embodies pictures of Musicians rendering musical performances or which embodies or is accompanied by performances by Musicians recorded and/or photographed under this Agreement, for purposes other than those permitted under this Agreement.

*The Federation has advised that it shall grant permission provided that:

- (a) the Employer has required a buyer, licensee, or other authorized transferee (“Licensee”) to become responsible for session payments and benefits (including pension contributions, but excluding health and welfare contributions), and any applicable use/re-use payments that would be required under the then effective applicable Federation agreement, and the Employer has provided the Federation with evidence of, or an extract of, the provision in the license agreement by which the Licensee has agreed to make those payments; or
- (b) the Employer has agreed in writing to make the session and benefit payments (including pension contributions, but excluding health and welfare contributions) to those musicians who rendered services in the production of the commercial announcement that would be required under the then effective applicable Federation agreement.

2. ASSUMPTION AGREEMENT

Any transfer of a commercial announcement, film, videotape or recording produced under this Agreement, or any rights therein, shall be subject to the rights and duties of the Employer established by this Agreement. No such transfer shall be effective unless and until (1) the Federation shall have received and approved an assumption agreement substantially in the form and substance set forth in Exhibit A hereof (which approval the Federation shall not unreasonably delay or unreasonably withhold) duly executed by the person, firm, or corporation receiving such transfer (“transferee”), or (2) the transferee, in addition to executing and delivering to the Federation such assumption agreement, shall have posted a surety company bond with the Federation guaranteeing to the Federation and the persons covered by this Agreement the performance by such transferee of its obligations pursuant to such assumption agreement. A transfer which shall become effective in accordance with the foregoing shall relieve the transferor of obligations under this agreement relating to the commercial announcement so transferred.

3. SURVIVAL CLAUSE

The substance and intent of this Article, together with all provisions of this Agreement regarding (1) reporting of and (2) establishing wage rates and conditions for use and re-use, shall be incorporated in all agreements pursuant to which the Employer shall grant any rights to use such commercial announcements, films, videotapes, or recordings as aforesaid. The obligations created by this Article together with all provisions of this Agreement regarding reporting of and the establishment of wage rates and conditions for use and re-use shall survive this Agreement for so long as the commercial announcements, films, videotapes, or recordings, referred to in this Agreement shall be used.

ARTICLE V: GRIEVANCE AND ARBITRATION

1. SCOPE OF GRIEVANCES

Any disputes or controversies of any kind between any Musician(s) or the Federation and an Employer arising out of or in connection with this Agreement (including, but not limited to, disputes concerning the meaning, interpretation, application or enforcement of the provisions set forth in this Agreement) shall be resolved exclusively through the procedure set forth in this Article.

2. STEP 1—INITIATION OF GRIEVANCES

Within 60 calendar days after the occurrence of the event that gave rise to the grievance or after the date that the aggrieved party reasonably could have learned of that event, whichever is later, a grievance must be submitted in writing to the Employer by the Federation on its own or on behalf of the individual Musician(s) or to the Federation by the Employer. The grievance shall be submitted on a form as set forth in Exhibit C. Failure to follow the time limits specified above shall be grounds for rejecting the grievance.

3. STEP 2—RESOLUTION MEETING

Within 15 calendar days from receipt of the grievance, a representative designated by the Federation and a representative designated by the Employer shall meet to discuss the matter and attempt to resolve the dispute informally.

4. STEP 3—WRITTEN ANSWER

If the parties are unable to resolve the dispute at that meeting, the party against whom the grievance is filed shall submit a written answer to the grievance within 15 calendar days after the resolution meeting.

5. STEP 4—DEMAND FOR ARBITRATION

If either party to this Agreement is not satisfied with the answer or if no answer is submitted within the time limit specified, the dissatisfied party may elect to submit the dispute to arbitration by notifying both the American Arbitration Association (“AAA”) and the other party in writing within 30 calendar days after the date the answer was due. The written demand for arbitration shall include a copy of the grievance that was filed and the answer, if any.

6. SELECTION OF ARBITRATOR

At the time arbitration is invoked, the party invoking arbitration shall request that the AAA furnish the parties to the dispute a panel of nine arbitrators who are members of the AAA. Arbitration shall be conducted in either New York City, Chicago, or Los Angeles, or such other city which the parties agree to, with due consideration to factors such as where the grievance arose, where the parties are located, where the relevant records are located, or other factors peculiar to the case. The panel of arbitrators furnished by the AAA shall be generally from the area where the arbitration is to take place. Within seven working days from the receipt of the AAA panel, the parties shall select a single arbitrator from the panel utilizing, if necessary, an alternate striking process until a single arbitrator remains who shall then become the selected

arbitrator. If no arbitrator on the original panel is acceptable to either party, the parties may request a second panel of arbitrators from the AAA and go through the same process within the same time limits set out above. No future panels may be requested by the parties after the second panel.

7. HEARING AND AWARD

When the arbitrator has been selected, the parties shall immediately confer with him/her to determine the earliest practicable date for a hearing. Fees and expenses of the arbitrator and the proceeding itself (e.g., court reporter) shall be borne equally by the parties. The arbitrator's award shall be rendered within 30 calendar days of the close of the hearing or 30 calendar days after submission of post-hearing briefs, where applicable. The award of the arbitrator shall constitute a final and binding resolution of the dispute with respect to all parties—the individual Musician(s), the Federation and its Locals, and the Employer. The arbitrator shall have the power and authority to issue an award that he/she may deem appropriate, but shall not have the power or authority to amend, add to or subtract from, or alter in any manner the provisions of this Agreement.

8. EXTENSION

Any of the time limits set forth above may be extended by mutual agreement in writing.

ARTICLE VI: REPORTING

1. OBLIGATION TO REPORT

The Employer shall file the Reporting Form set forth in Exhibit B—or such other form used by Employer containing the same information—to report all session, re-use, conversion (called “new use” in prior Agreements) or dubbing information required under this Agreement. The Reporting Form shall accompany each payment required under this Agreement, with three copies sent to the applicable AFM Local, one copy sent to the AFM-EP Fund, and one copy retained by the Employer. No additions to the printed Reporting Form as set forth in Exhibit B are permitted without the prior approval of the Federation and Industry.

2. SINGLE PAYMENT FOR MULTIPLE SERVICES

Employers may, at their discretion, combine multiple payments to individuals for services rendered within the jurisdiction of a single AFM Local, provided that the single payment is accompanied by all necessary back-up documentation to the Local, to the Local Health & Welfare Fund when applicable, to the AFM-EP Fund, and to the Musicians specifying each item included in the payment.

3. COMPLETION OF REPORTING FORMS; REPORTING VIOLATIONS

It is the responsibility of the Leader or Contractor to make sure that the Reporting Form is completed so that all appropriate information is provided including the identification of the instrument played or the musical service rendered by each Musician listed.

The following practices shall be considered to be violations of this Agreement:

- (a) To place any person on the Reporting Form unless such person actually performs a musical service (including arranging, orchestrating, and copying) covered by this Agreement and that Reporting Form.
- (b) For the Leader or Contractor to intentionally misrepresent or repeatedly fail to provide any information required on the Reporting Form.

ARTICLE VII: SESSIONS

(See Article XV for Arrangers, Orchestrators,
Copyists and Article XVI for Sideline Musicians.)

Instrumentalists, Leaders and Contractors shall be paid not less than the rates set forth below and the conditions set forth shall apply.

1. MINIMUM CALL SESSION

There shall be a minimum call session of one hour during which no more than three music tracks may be recorded, the total length of which may not exceed three minutes in the aggregate, except as provided in Articles IX and X. Musicians may be called on a staggered basis for the same session.

2. GUARANTEED LENGTH OF CALL

Each call must be for a specified and guaranteed period of time, which may be extended although no Musician shall be obligated to more than 40 additional minutes without his/her consent.

3. OVERTIME

A. Continuous Overtime

Overtime continuously following a session, during which one additional one-minute music track may be recorded for each 20 minutes of such overtime (except as provided in Articles IX and X), shall be paid for in 20-minute increments. The overtime rate to be paid shall be based on the total number of Musicians who incur overtime. For one Musician the rate shall be one-third of the single Musician session fee rate for each 20-minute overtime increment. For two or more Musicians, the rate shall be one-third of the "2 or more" session fee rate for each 20-minute overtime increment.

B. Non-Continuous Overtime

Any work which is not continuous shall be paid for as additional sessions.

4. SINGLE ADVERTISER

Only commercial announcements advertising the products of a single advertiser may be made during any one session and the overtime related thereto.

5. MEAL PERIOD

With respect to any Musician for whom a session call is more than six hours—or for whom the session extends beyond six hours as a result of overtime—a meal period of not less than one-half hour nor more than one hour shall be provided not later than six hours after the Musician reports for work. Such meal period shall not be considered work time.

6. REST PERIODS

There shall be a rest period of not less than five minutes duration during the first hour of work. In each subsequent hour of work, there shall be a rest period of not less than ten minutes duration. Any breach of the foregoing shall require an additional payment equivalent to a 20-minute overtime increment.

7. CONTRACTOR REQUIRED

If ten or more Side Musicians and Leader are employed for any session, a Contractor shall be employed with respect to said session. Such Contractor must be present during the entire recording session. The Contractor may be one of the Side Musicians. No person shall be employed as a Contractor (or continue in employment as a Contractor) who is disapproved by the Federation according to lists published by the Federation in the "International Musician" or to specific notice to the Employer provided that such disapproval shall not be predicated upon non-membership in the Federation under circumstances in which such membership may not be required lawfully.

8. LEADERS AND CONTRACTORS PAID DOUBLE

The base scale for Leaders and for Contractors shall be double the base scale of pay applicable to the Side Musicians employed in the session, but in any event, the base scale for any person performing both as Contractor and as Leader or Side Musician shall not exceed double Side Musician's base scale.

When a Leader or Contractor also performs as a Side Musician, the scale payment for the Leader or the Contractor includes the performance of a single instrumental part. The scale payment for any additional instrumental part(s) as provided in Article VII (12) shall be the Side Musician's scale rate for each such part.

9. SINGLE MUSICIAN

If only one person actually performs, whether or not more than one person has been engaged for the session, such sole performer shall be paid double the Side Musician's base scale.

10. SAME MUSICIAN

The same Musician may not be reported on more than one line for the same instrument at any session, unless such Musician performs multiple instrumental parts as provided in Article VII (12). This provision shall not affect the right of any Musician to receive residual payments based on overscale.

11. DOUBLING

When one or more doubles are played by any Instrumentalist in any one session and the overtime related thereto, for the first double, the Instrumentalist who doubles shall be paid not less than an additional 30% of the base scale otherwise applicable for the session and the overtime related thereto, plus an additional 15% of such base scale for each double beyond the first. When a Leader or Contractor doubles, the additional fee due shall be computed at the Side Musician's base scale and not on the Leader or Contractor's base scale even when the Leader is the only Musician employed to render services.

A. Not Construed as Doubling

Instruments within the following respective groups shall not be construed as doubling:

- (i) Drummer's standard outfit consisting of bass drum, snare drum, cymbals, gongs, piatti, small traps and tom toms when used as part of a standard outfit
- (ii) Timpani
- (iii) Mallet instruments: Xylophone, bells and marimbas
- (iv) Latin rhythm instruments: Any Latin instruments when used in less than eight bars in connection with any other instrument or used not in a rhythm pattern

B. Electronic Device Doubling

If, in addition to the normal sound of an instrument, an electronic device (i.e., multiplex, divider, maestro, multiplier of octaves) is used to simulate other instrumental sounds, such use shall be construed as a double.

C. Instruments Requested But Not Played

A \$12.00 fee will be paid each Musician directed by the Employer or his representative to bring to an engagement an additional instrument, which would require a doubling fee if played, if such instrument is not actually played at the engagement.

12. MULTIPLE PARTS

If a Musician performs multiple instrumental parts (other than doubles), he/she shall be paid the total of all payments which would otherwise have been payable had separate Musicians been used for those parts.

This provision shall also apply whenever the same music is played and recorded more than once and the tracks are combined in a manner which results in a final music track which sounds as if it had been recorded by a larger group of Musicians than actually rendered services.

Where a Musician is listed on more than one line on the Reporting Form because the Musician performed multiple parts, that fact should be identified on that Report.

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13. CARTAGE

Whenever the Employer requests a Musician to bring a heavy instrument or three or more instruments to an engagement, the Employer shall specify whether the Musician shall transport such heavy instrument by public or private transportation; public transportation shall be used if it is the only practicable manner of transportation. If a public carrier is used, the Employer shall pay cartage bills as submitted. If private transportation is used, the Employer shall pay Musician cartage fees as follows:

Harp, keyboard, string bass, timpani,
marimba, chimes and vibraphone \$30.00

Tuba, all drums, all amplifiers, baritone sax,
bass sax, cello, accordion, cordovox and
contra-bass clarinet..... \$12.00

Any bill submitted in an amount in excess of \$30.00 and \$12.00, respectively, shall be paid provided that receipt is submitted for actual and reasonable expenses incurred.

Whenever rental of a musical instrument is required by Employer, the Employer shall pay rental bills as submitted.

14. PREMIUM RATES

All work performed: (i) between midnight and 8:00 a.m., (ii) on Sundays and (iii) on the following holidays shall be paid for at two times Base Scale:

In the United States

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In Canada

New Year's Day	Dominion Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day

With respect to United States holidays, the above holidays will be observed on the Federally recommended date.

15. DISMISSAL

Musicians shall be dismissed after the recordings for which they have been employed have been finished, regardless of whether the time limit in which recordings can be made has expired.

16. CANCELLATION

A session, once called, shall not be canceled or postponed without the consent of the Office of the President of the Federation.

17. PUBLIC SERVICE ANNOUNCEMENTS

A public service announcement is a commercial which is intended to serve the public interest and which is furnished to stations for broadcast in time donated by the stations.

The Employer shall give the Federation ten days written notice prior to the session that the session shall be for public service announcement(s). Such notice shall contain sufficient information for the Federation to confirm that such announcement(s) are public service announcement(s) and, if known at the time, the name of the production house.

It shall be the responsibility of the Contractor or, if there is no Contractor, of the Leader to inform all persons called to render services, at the time of the call, that the session will be for public service announcement(s).

All such persons rendering services shall be paid the appropriate base scale for the session. The acceptance of such employment shall be deemed to constitute a waiver of re-use payments for the life of the public service announcement(s).

18. SESSION NOTIFICATION

Employer shall furnish the Leader or Contractor with the following information to the extent that it is known by the Employer at the time of the recording session:

- (i) Name of Advertiser
- (ii) Product
- (iii) Name of Advertising Agency and production house, if any
- (iv) Number of commercial announcements
- (v) Identification of commercial(s)
- (vi) Applicable rate schedule: Standard (called National in prior Agreements), Regional or Local for National Advertisers or Regional or Local for Regional/Local Advertisers
- (vii) Use/broadcast medium: Television, radio, non-broadcast, videocassette, foreign, or other
- (viii) Reporting Form number where known
- (ix) Length of each music track (not commercial) recorded
- (x) Notice if session is for public service announcement(s)

19. SESSION REPORTS TO ACCOMPANY SESSION PAYMENTS

The following information shall be furnished with payments for sessions, not later than 15 business days following the date of original services:

- (i) Name of Advertiser
- (ii) Product
- (iii) Name of Advertising Agency and production house, if any
- (iv) Number of commercial announcements claimed
- (v) Identification of commercial(s) (title and/or number)
- (vi) Applicable rate schedule: Standard (called National in prior Agreements), Regional or Local for National Advertisers or Regional or Local for Regional/Local Advertisers
- (vii) Use/broadcast medium: Television, radio, non-broadcast, videocassette, foreign or other
- (viii) Notice if session is for public service announcement(s)
- (ix) Date of the recording session
- (x) The Leader
- (xi) The Reporting Form number
- (xii) Name, Social Security number and AFM Local number of each Musician, Copyist, Orchestrator and Arranger who performed services for or at such session
- (xiii) Such other information required to calculate and issue proper payment; all such information is included in Exhibit B attached

ARTICLE VIII: STANDARD RECORDING RATES

(Called National Recording Rates in previous Agreements)

1. BASE SCALE—SESSION FEES

The Base Scale pay for each Side Musician employed on a session except for all Regional and Local Commercial Announcements (Article IX and Article X) shall be as follows:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician.....	\$106.00

2. MAXIMUM NUMBER OF COMMERCIALS PER SESSION

A maximum of three commercial announcements may be claimed for any original one-hour minimum call session. One additional commercial announcement may be claimed for each additional 20 minutes or part thereof that has been paid as part of the original session.

In computing the maximum number of commercial announcements which may be claimed, the Employer shall be limited to the number of commercial announcements which may be claimed for the Side Musician with the lowest reported hours worked for such session (including overtime, if any). For purposes of this computation, the services of Arranger, Orchestrator or Copyist shall not be considered.

Notwithstanding the foregoing, with respect to any session where the music is produced entirely by means of synthesizer(s), no more than eight commercial announcements may be claimed even if the number of reported hours worked exceeds two hours and forty minutes.

Example A: For a session lasting two hours and forty minutes of consecutive time in the aggregate, hours worked are reported as follows:

Leader:	2:40
Side Musician A:.....	2:40
Side Musician B:	2:00
Side Musician C:	1:20

The maximum number of commercial announcements which may be claimed by the Employer for the session would be four (three for the initial hour, plus one for an additional twenty minutes), because the 1:20 reported for Side Musician C amounted to the lowest reported hours for any of the Musicians who performed at the session.

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Example B: Four music tracks are recorded in a session lasting one hour and twenty minutes of consecutive time in the aggregate and hours worked are reported as follows:

Leader:..... 1:20
Side Musicians A, B & C:..... 1:20 each
Side Musician D:..... 1:00

Even though four tracks were actually recorded, the maximum number of commercial announcements which may be claimed by the Employer for the session would be three because the 1:00 reported for Side Musician D amounted to the lowest reported hours for any of the Musicians who performed at the session.

Payment for the initial use cycles of the first three commercial announcements incorporating any one of the tracks is covered by the Initial Use payment. If any one of the music tracks recorded at the session is incorporated into an additional commercial announcement or any subsequent commercial announcement, payment of the applicable use fee or re-use fee for the initial cycle shall be due to the Leader, Side Musician(s), Sideline Musician(s) and music preparation personnel who performed services on the tracks so used.

ARTICLE IX: REGIONAL COMMERCIAL ANNOUNCEMENTS

1. PRIOR NOTICE

Prior to accepting a call for a regional commercial announcement recording session, Musicians shall be notified that the purpose of the session is to record music for a regional commercial announcement and whether it is for a National Advertiser or Regional Advertiser. The region(s) shall be specified on the Reporting Form (Exhibit B).

2. UNLIMITED COPY AND VIDEO CHANGES

Unlimited copy and video changes within the basic framework of the original commercial shall be permitted over the music track of the commercial during each 13-week cycle (or 52-week cycle, whichever has been paid for) without any additional compensation.

3. REGIONAL COMMERCIAL ANNOUNCEMENTS FOR NATIONAL ADVERTISERS

A. Definition

A regional commercial announcement is an advertisement for a product or service that is broadcast within one of the following market areas:

B. Regions

(i) USA

Northeast

Connecticut	New Hampshire	Pennsylvania
Delaware	New Jersey	Rhode Island
Maine	New York, excluding	Vermont
Maryland	Metropolitan	Washington DC
Massachusetts	New York	

South

Alabama	Mississippi	Tennessee
Arkansas	North Carolina	Texas
Florida	Oklahoma	Virginia
Georgia	Puerto Rico	
Louisiana	South Carolina	

Midwest

Colorado	Kentucky	Ohio
Illinois, excluding	Michigan	South Dakota
Metropolitan	Minnesota	West Virginia
Chicago	Missouri	Wisconsin
Indiana	Montana	Wyoming
Iowa	Nebraska	
Kansas	North Dakota	

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West

Alaska	Hawaii	Utah
Arizona	Idaho	Washington
California, excluding Metropolitan Los Angeles	Nevada New Mexico Oregon	

Metropolitan Areas

Metropolitan New York
Metropolitan Los Angeles
Metropolitan Chicago

(ii) CANADA

Provinces

Maritimes and Newfoundland
Province of Quebec excluding Montreal
Province of Ontario excluding Toronto
Prairie Provinces
British Columbia

Metropolitan Areas

Metropolitan Montreal
Metropolitan Toronto

C. Floating Region

In addition to the above market areas, and recognizing that a particular advertiser's market area may cross the geographical areas specified above, an advertiser may specify a special "floating" region which crosses the above geographical areas provided that such market area:

- (i) Does not exceed six states and
- (ii) Does not include more than one major city (New York, Chicago or Los Angeles).

D. Session Fee and First 13-Week Cycle

If the Musician accepts the call, the session fee for recording one commercial announcement in one hour shall be 200% of the applicable Standard session fee provided for in this Agreement, and this fee shall include 13 weeks of unlimited use of the commercial in one medium.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$424.00
Side Musician.....	\$212.00
Orchestrator/Arranger/Copyist 200% of Actual Scale set forth in Music Preparation Rate Schedule	

E. 13-Week Re-Use

All subsequent 13-week use cycles of this commercial announcement shall be paid for at 100% of the one-hour Standard session fee rate.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician.....	\$106.00
Orchestrator, Arranger	\$212.00
Copyist	\$106.00

F. Conversion or Dubbings in Same Region

Conversion (called "new use" in prior Agreements) or dubbings also shall be paid for at 100% of the one-hour session fee rate.

G. Session Fee and First 52-Week Cycle

A regional commercial announcement may be used for 52 weeks provided payment for such use is made at the time the session fee is paid and is calculated as follows:

- (i) The 200% payment as provided in Subparagraph (D) above, plus
- (ii) Two times the 100% payment as provided in Subparagraph (E) above.

In effect, the above payment would normally cover only three 13-week cycles, or 39 weeks of use. If paid "up front", however, such payment shall cover 52 weeks of use.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$848.00
Side Musician.....	\$424.00
Orchestrator/Arranger/Copyist 400% of Actual Scale set forth in Music Preparation Rate Schedule.	

H. 52-Week Re-Use

All subsequent 52-week re-use cycles of the commercial shall be paid for as follows:

- (i) Four 13-week cycles at 100% of the one-hour Standard session fee, less
- (ii) 20% discount.

This formula results in a fee equal to 320% of the one-hour Standard session fee rate.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$678.40
Side Musician	\$339.20
Orchestrator, Arranger	\$678.40
Copyist	\$339.20

I. First Use in New Region

- (i) For 13-week cycle: Same as Session Fee and first 13-week cycle (Subparagraph (D) above).
- (ii) For 52-week cycle: Same as Session Fee and first 52-week cycle (Subparagraph (H) above).
- (iii) Conversion & Dubbing: Same as Session Fee and first 13-week cycle (Subparagraph (F) above).

Only the first use cycle, whether 13-week, 52-week or Conversion & Dubbing, is paid at above rates. All re-use is paid on the same basis as set forth in Subparagraphs (E), (F) and (H).

J. 8-Week—Radio Commercials Only

80% of the applicable rates stated above.

4. REGIONAL COMMERCIAL ANNOUNCEMENTS FOR REGIONAL ADVERTISERS

This provision is not available to national advertisers except as provided in 4(A)(iii) below.

A. Definition

The following advertisers qualify for Regional Use under this Article IX, 4(A):

- (i) A regional advertiser which markets or sells its product(s) or service(s) in only one region.
- (ii) A regional advertiser which markets or sells a national product(s) or service(s) in only one region. Example: a local car dealer or a regional car association.
- (iii) A national advertiser which markets or sells a product(s) or service(s) in only one region.

In all cases the region may be a floating region.

B. Regions

(i) USA

Northeast

Connecticut	New Hampshire	Pennsylvania
Delaware	New Jersey	Rhode Island
Maine	New York, including	Vermont
Maryland	New York City	Washington DC
Massachusetts		

South

Alabama	Mississippi	Tennessee
Arkansas	North Carolina	Texas
Florida	Oklahoma	Virginia
Georgia	Puerto Rico	
Louisiana	South Carolina	

Midwest

Colorado	Kentucky	North Dakota
Illinois, including	Michigan	Ohio
Chicago	Minnesota	South Dakota
Indiana	Missouri	West Virginia
Iowa	Montana	Wisconsin
Kansas	Nebraska	Wyoming

West

Alaska	Hawaii	Oregon
Arizona	Idaho	Utah
California, including	Nevada	Washington
Los Angeles	New Mexico	

(ii) CANADA

Provinces

Maritimes and Newfoundland
Province of Quebec excluding Montreal
Province of Ontario excluding Toronto
Prairie Provinces
British Columbia

Metropolitan Areas

Metropolitan Montreal
Metropolitan Toronto

C. Floating Region

In addition to the above market areas, and recognizing that a particular advertiser's market area may cross the geographical areas specified above, an advertiser may specify a special "floating" region which crosses the above geographical areas provided that such market area:

- (i) Does not exceed eight states and
- (ii) Does not include more than one major city (New York, Chicago or Los Angeles).

D. Use in One or More Regions

An advertiser may buy in only one region, which may be the floating region. An advertiser who wishes to cover more than one region is deemed to be a national advertiser and such advertiser must use the Standard session and use rates.

E. Session Fees

Session fees shall be the same as for national commercials except as follows:

- (i) If a regional advertiser records three versions of the same musical arrangement (e.g., a 60, 30, and 10 second version), it shall be deemed that three spots have been recorded. However, applicable payment shall be for only one commercial.
- (ii) If a regional advertiser records three versions of the same composition which are different musical arrangements (for example: a rock version, a country version, and a MOR version), it shall be deemed that three spots have been recorded.

The session fee covers 13 weeks of use.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician.....	\$106.00

F. Use Fees

Beyond the initial 13-week use cycle, use rates shall be computed at 100% of the applicable one-hour Standard session fee rate, except that a 10% discount applies if one year's use is prepaid at the time the session fee is paid or at the time any use fee is paid. The Arranger or Orchestrator shall receive the base scale as the Leader and the Copyists shall receive the base scale as Side Musician.

For 13-Week Cycle:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician.....	\$106.00
Orchestrator, Arranger	\$212.00
Copyist	\$106.00

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G. Conversion or Dubbings

Conversion (called “new use” in prior Agreements) or dubbings shall also be paid for at 100% of the applicable one-hour session fee. Such payment shall cover 13 weeks of use.

H. 8-Week—Radio Commercials Only

80% of the applicable rates stated above.

ARTICLE X: LOCAL COMMERCIAL ANNOUNCEMENTS

1. PRIOR NOTICE

Prior to accepting a call for the local commercial announcement recording session, Musicians shall be notified that the purpose of the session is to record music for local commercial announcements and whether it is for a National Advertiser or a Local Advertiser. The local market shall be specified on the Reporting Form (Exhibit B).

2. UNLIMITED COPY AND VIDEO CHANGES

Unlimited copy and video changes within the basic framework of the original commercial shall be permitted over the commercial announcements during each year cycle (or any longer cycle that has been prepaid) without any additional compensation.

3. LOCAL COMMERCIAL ANNOUNCEMENTS FOR NATIONAL ADVERTISERS

A. Definition

A local commercial announcement is an advertisement for a product or service that is broadcast in a single market of the markets listed on pages 31 and 32, but excluding commercial announcements broadcast in the metropolitan areas of New York, Los Angeles, Chicago, Toronto or Montreal. Production for such commercial announcements, however, may be performed in such cities.

B. Session Fee and First Year's Use

If the musician accepts the call, the session fee shall be the applicable session fee provided for in this Agreement and it shall cover:

- (i) Music recorded for two spots for one medium (TV or radio) in a one-hour session and not more than two minutes of product.
- (ii) One year of unlimited use of the commercials in the market involved.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician	\$106.00

C. Subsequent One Year Cycles

All subsequent one-year cycles of these commercial announcements shall be paid at 100% of the applicable one-hour Standard session fee rate.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$212.00
Side Musician	\$106.00
Orchestrator, Arranger	\$212.00
Copyist	\$106.00

D. Conversion or Dubbings

Conversion (called “new use” in prior Agreements) or dubbings shall also be paid at 100% of the applicable one-hour session fee rate.

E. Prepayment for Two and Three Year Cycles

If two years’ use is prepaid at time of session, a discount of 10% on all fees shall be allowed and an additional discount of 5% shall be allowed if prepaid for three years.

Two Years:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$381.60
Side Musician	\$190.80

Three Years:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician	\$540.60
Side Musician	\$270.30

4. LOCAL COMMERCIAL ANNOUNCEMENTS FOR LOCAL ADVERTISERS

A. Definition

The following advertisers shall qualify for Local Use under this Article X (4).

A local advertiser which markets or sells its product(s) or service(s) in a single market of the markets listed on pages 31 and 32 (Note: The market list excludes the areas of New York, Chicago, Los Angeles, Toronto and Montreal, hereinafter referred to as the major cities.) Local commercial announcements may be produced in any city including the major cities.

B. Session and Use Fees

- (i) The one-hour session fee shall include three commercials.
- (ii) AFM Locals shall be permitted to establish the base scale of pay for the recording of music tracks to be used in the production of local commercial announcements. Such rates may not be less than \$55.00 for a one-hour session or more than \$106.00.

However, the recording of music tracks to be used in local commercial announcements:

(1) May not be recorded outside of the local jurisdiction of New York, Chicago or Los Angeles markets, for use in said cities at less than the rates and conditions applicable to Standard commercial announcements (Article XIV).

(2) May be recorded within the jurisdiction of New York, Chicago or Los Angeles for use in that city at the rates established by the AFM Local in such city in accordance with the provisions of this Article X.

- (iii) Session fee covers 18 months of use in one medium.
- (iv) The session fee covers the first period of use.
- (v) Beyond the initial use period, the use fee shall be 100% of wages actually earned at the session except that the Arranger or Orchestrator receives the base scale rate for the Leader and the Copyists receive the base scale rate for Side Musicians.

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MARKET LIST FOR LOCAL COMMERCIAL ANNOUNCEMENTS PROVISION

Abilene-Sweetwater	Cheyenne	Grand Rapids-Kalamazoo-
Albany, GA	Chico-Redding	Battle Creek
Albany-Schenectady-Troy	Cincinnati	Great Falls
Albuquerque	Clarksburg-Weston	Green Bay
Alexandria, LA	Cleveland	Greensboro-Winston
Alexandria, MN	Colorado Springs-	Salem- High Point
Alpena	Pueblo	Greenville-New Bern-
Amarillo	Columbia, SC	Washington
Anchorage	Columbia-Jefferson City	Greenville-Spartanburg-
Anniston	Columbus, GA	Asheville
Ardmore-Ada	Columbus, OH	Greenwood-Greenville
Atlanta	Columbus-Tupelo	Harrisburg-York-
Augusta	Corpus Christi	Lancaster-Lebanon
Austin, TX	Dallas-Ft. Worth	Harrisonburg
Bakersfield	Davenport-Rock Island-	Hartford-New Haven
Baltimore	Moline (Quad City)	Helena
Bangor	Dayton	Houston
Baton Rouge	Denver	Huntsville-Decatur-
Beaumont-Port Arthur	Des Moines	Florence
Bend	Detroit	Idaho Falls-Pocatello
Billings	Dothan	Indianapolis
Biloxi-Gulfport-	Dubuque	Jackson, MS
Pascaguola	Duluth-Superior	Jackson, TN
Binghamton	El Centro-Yuma	Jacksonville
Birmingham	El Paso	Johnstown-Altoona
Bluefield-Beckley-Oak	Elmira	Jonesboro
Hill	Erie	Joplin-Pittsburg
Boise	Eugene	Kansas City
Boston	Eureka	Knoxville
Bowling Green	Evansville	La Crosse-Eau Claire
Bristol-Kingsport-Johnson	Fargo	Lafayette, IN
City	Farmington	Lafayette, LA
Buffalo	Flagstaff	Lake Charles
Burlington-Plattsburgh	Flint-Saginaw-Bay City	Lansing
Casper-Riverton	Florence, SC	Laredo
Cedar Rapids-Waterloo	Ft. Myers-Naples	Las Vegas
Charleston, SC	Ft. Smith	Laurel-Hattiesburg
Charleston-Huntington	Ft. Wayne	Lexington
Charlotte	Fresno	Lima
Charlottesville	Gainesville	Lincoln-Hastings-Kearney
Chattanooga	Grand Junction	Little Rock

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Louisville
Lubbock
Macon
Madison
Mankato
Marquette
McAllen-Brownsville
 (LRGV)
Medford
Memphis
Meridian
Miami
Miles City-Glendive
Milwaukee
Minneapolis-St. Paul
Minot-Bismarck-
 Dickinson
Missoula-Butte
Mobile-Pensacola
Monroe-El Dorado
Montgomery
Nashville
New Orleans
Norfolk-Portsmouth-
 Newport News-
 Hampton
North Platte
Odessa-Midland
Oklahoma City
Omaha
Orlando-Daytona Beach
Ottumwa-Kirksville
Paducah-Cape Girardeau-
 Harrisburg
Palm Springs
Panama City

Parkersburg
Peoria
Philadelphia
Phoenix
Pittsburgh
Portland, OR
Portland-Poland Spring
 Presque Isle
Providence-New Bedford
Quincy-Hannibal
Raleigh-Durham
Rapid City
Reno
Richmond
Roanoke-Lynchburg
Rochester, NY
Rochester-Mason City-
 Austin
Rockford
Roswell
Sacramento-Stockton
St. Joseph
St. Louis
Salinas-Monterey
Salisbury
Salt Lake City
San Angelo
San Antonio
San Diego
San Francisco
Santa Barbara-
 Santa Maria-
 San Luis Obispo
Savannah
Seattle-Tacoma
Selma

Shreveport-Texarkana
Sioux City
Sioux Falls-Mitchell
South Bend-Elkhart
Spokane
Springfield, MA
Springfield, MO
Springfield-Decatur-
 Champaign
Syracuse
Tallahassee
Tampa-St. Petersburg
Toledo
Topeka
Traverse City-Cadillac
Tucson
Tulsa
Tuscaloosa
Twin Falls
Tyler
Utica
Victoria
Waco-Temple
Washington, DC
Watertown-Carthage
Wausau-Rhineland
West Palm Beach
Wheeling-Steubenville
Wichita-Hutchinson
Wichita Falls-Lawton
Wilkes Barre-Scranton
Wilmington
Yakima
Youngstown
Zanesville

ARTICLE XI: INTERNET COMMERCIAL ANNOUNCEMENTS

1. EXPERIMENTAL

The parties have agreed that it is in their mutual interest to establish a new Internet provision as described below. In doing so, the parties recognize that the Internet as an advertising medium is still in its early stage of development. Accordingly, this provision is entered into on an experimental basis with the expectation and understanding that the parties will continue to assess such Internet development during the term of this Agreement with a view toward making such changes as are mutually beneficial in the next round of collective bargaining. Upon the request of either party, the parties will hold a Joint Industry-Federation Committee meeting during the term of this Agreement to discuss Internet-related issues.

2. MADE FOR INTERNET

The provisions of this Section 2 will apply to commercial announcements made for initial use on the Internet.

A. Base Scale-Session Fees

The Base Scale pay for each musician employed on a session shall be as follows:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician.....	\$212.00
Side Musician.....	\$106.00

B. Maximum Number of Commercials Per Session

The provisions of Article VIII Section 2 (p. 19) will apply with respect to the maximum number of commercials per session under this Article XI.

C. Initial Use

Upon the first use of a commercial announcement claimed for an original Internet session, a single, one-time payment at the applicable rate provided below (plus appropriate adjustment for doubling if any) shall be made to each Musician whose services are reported for such session, regardless of the hours of employment at the session:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician.....	\$60.00
Side Musician.....	\$30.00
Orchestrator, Arranger.....	\$60.00
Copyist.....	\$30.00

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Upon such payment, all of the commercial announcements claimed for the same session may be used during their respective initial use cycles commencing with their respective dates of first use, without additional payment.

The Initial Use cycle of a commercial announcement made under this Article XI, Section 2, shall be a period of 26 weeks from the date of the first use on the Internet.

D. Second 26 week Use

For the second 26-week period of use, or portion thereof, of a commercial announcement claimed for an original Internet session during the 26-weeks immediately following the expiration of the initial cycle, another payment (plus appropriate adjustment for doubling if any) shall be made as follows:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician.....	\$159.00
Side Musician.....	\$79.50
Orchestrator, Arranger.....	\$159.00
Copyist.....	\$79.50

E. Each Subsequent 52-Week Period of Use

For each subsequent 52-week period of use on the Internet, or portion thereof, of a commercial announcement claimed for an original Internet session, another payment (plus appropriate adjustment for doubling) shall be made as follows:

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician.....	\$159.00
Side Musician.....	\$79.50
Orchestrator, Arranger.....	\$159.00
Copyist.....	\$79.50

3. USE OF MADE FOR INTERNET COMMERCIAL ON BROADCAST OR CABLE MEDIUM

Use of any made-for-Internet commercial announcement in a broadcast or cable medium shall require the making of additional payments at the scale rates set forth in this Agreement.

4. INTERNET USE OF COMMERCIAL ANNOUNCEMENTS MADE FOR INITIAL USE ON TELEVISION OR RADIO

The provisions of this Section 4 will apply to commercial announcements made for initial use on television or radio that are used on the Internet.

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A. 52-Week Use

Use on the Internet of a commercial made for initial use on television or radio shall require the following payment for each 52-week period of use, or portion thereof.

No. of Musicians	Base Scale Per Musician
Leader, Contractor, Single Musician.....	\$159.00
Side Musician.....	\$79.50
Orchestrator, Arranger.....	\$159.00
Copyist.....	\$79.50

5. DISPUTE RESOLUTION

If a dispute arises as to whether material used on the Internet qualifies as a commercial as defined in Article I Section 3 (Services Covered), either party may submit the dispute to a joint committee established by the Joint Policy Committee of the ANA-AAAA and the Federation. If the joint committee fails to resolve the dispute within 30 days, either party may submit the dispute to arbitration.

ARTICLE XII: EDITING

1. LIMITATION ON USE

A sound track or recording made hereunder shall not be used or dealt with for any purpose whatsoever except to accompany or to be part of the single television or radio commercial announcement for which such sound track or recording was originally prepared. Any other use shall require additional applicable payment.

2. FEDERATION PERMISSION

Except as provided in this Article XII, Editing, in Article IX, Regional Commercial Announcements and in Article X, Local Commercial Announcements, changes in the words which accompany or are under or over the music of a sound track shall not thereafter be altered nor shall any words be added after the music is recorded without creating a new commercial announcement.

Notwithstanding the foregoing, permission is hereby granted to Employer during the term of this Agreement to do the following:

A. Add Announcer Copy

To add announcers advertising copy over recorded music not later than ten weeks subsequent to the recording of the music, provided that no announcers copy may be added once there already is announcers copy in the commercial announcement or after the first broadcast in any medium, and provided that Musicians are paid total compensation at least equivalent to the total number of commercial announcements produced.

B. Add Lead In and Lead Out

To add announcers' advertising copy before or after a commercial announcement as lead in or lead out.

C. Overdubbing, Tracking and Sweetening

To add:

- (i) Live performances to a recording made at the same session without notice and without any additional payment to the Musicians employed for the session.
- (ii) The vocal performances after completion of an original session, to the recordings made at the original session without any additional payment to the Musicians employed at the original session for their services thereat.
- (iii) Additional instrumental performances at a session subsequent to the completion of the

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original session at which music was first recorded, to such recorded music without any additional payment to the Musicians employed at the original session for their services thereat.

D. Informational and Promotional Changes

- (1) To make copy and/or video changes over the recorded music of a commercial, provided such changes are limited to destinations, points and times of departures, frequency of service, telephone numbers, rates, pricing, availability, dates, and dealer identification. Such changes may be made without creating new or additional commercials, provided all versions are identical except for changes otherwise permitted under this Article XII Editing.
- (2) To make copy and/or video changes over the recorded music of a commercial to reflect modifications necessary for short promotional messages. Such changes shall be limited to special offers, sales or giveaways, sweepstakes or sales events, whether offered by the advertiser or the designated dealer. These changes may be made without creating a new or additional commercial provided all versions are identical except for changes otherwise allowable under this Article XI Editing, and provided that:
 - (a) The promotion may be referenced only once, although it may appear anywhere in the commercial.
 - (b) The promotion must be in the nature of a “tag” as that term is commonly used in the industry.

For every 13-week cycle of use of any commercial incorporating any changes referred to in (1) and/or (2) above, including the first use cycle, the Musicians shall receive 200% of the applicable re-use fee set forth in Article XIV, Paragraph 5 at page 44 (e.g., \$159.00 for a side musician who has not doubled and \$318.00 for a leader/arranger/orchestrator/contractor). This Subparagraph (D) shall not apply to commercials for which regional or local rates are being paid.

3. MECHANICAL EDITING

Nothing contained in this Agreement is intended to permit the mechanical editing of any sound track or recording made hereunder for the purpose of making a shorter or longer version for use hereunder, unless the Musicians are paid therefor under this Agreement, except as specifically permitted by the next section.

A. Shorter or Longer Music Tracks

Whenever a music track is mechanically shortened or lengthened to a different music track length, the Musicians whose services are utilized on the shortened or lengthened track shall be paid a dubbing fee.

B. No Bearing on Total Length of Commercial

This mechanical editing provision applies only with respect to lengthening and/or shortening recorded music track(s) and bears no relationship whatsoever to the length of the commercial in which said music track(s) is incorporated or to the use of music tracks in the length originally recorded.

EXAMPLE:

- (i) In a two-hour session music tracks of the following lengths are recorded: 40 seconds, 30 seconds and 20 seconds. These music tracks may be used in a maximum of six commercials broadcast in the same medium. If two of said tracks are mechanically edited to 15 seconds and 10 seconds, two dubbing fee payments shall be made to the Musicians (one for the 15 second music track and one for the 10-second music track) regardless of whether or not the Employer has utilized all six commercials which he/she is entitled to pursuant to the original session. These two dubbing payments shall entitle the Employer to use the new 15-second music track in one commercial broadcast in the same medium and similarly the new 10-second length music track in one commercial broadcast in the same medium.
- (ii) In a one-hour session music tracks of the following lengths are recorded: 60 seconds and 30 seconds. These music tracks may be used in a maximum of three commercials broadcast in the same medium. If, after three commercials have been broadcast, it is decided to use the 30-second music track in two more commercials and the 60-second music track in one more commercial, three dubbing fees shall be due the Musicians for these additional three commercials broadcast in the same medium.
- (iii) In a one-hour session a 20-second music track is recorded; this music track may be used in a maximum of three commercial announcements broadcast in the same medium.

C. Use Payments for a Mechanically Edited TV Commercial Broadcast Simultaneously with Original Commercial

With respect to television commercials only:

If the video portion of a commercial is mechanically edited to make a single shorter or longer commercial, and either:

- (i) the music track of both versions is identical, or
- (ii) the music track has been re-recorded solely for purposes of timing and synchronization or has been mechanically lengthened or shortened to fit a longer or shorter version,

Then, with respect to the second and all subsequent 13-week cycles, both the commercial and its version shall be considered a single commercial for the purpose of making use payments.

EXAMPLE:

- (a) A 30-second TV commercial contains a 12-second music track;
- The video portion is mechanically edited to make a 15-second commercial; and
 - The identical 12-second music track is included in the 15-second version.

In this example, the 30-second commercial and 15-second version may be considered a single commercial commencing with the second 13-week use cycle because the music track of both versions is identical.

- (b) A 30-second TV commercial contains a 20-second music track;
- The video portion is mechanically edited to make a 15-second commercial; and
 - The 20-second music track is mechanically shortened (not recorded "live") to 10 seconds to fit the 15-second version or the 20-second music track is re-recorded to 10 seconds to fit the 15-second version.

In this example, the 30-second commercial and 15-second version may be considered a single commercial commencing with the second 13-week use cycle because the music track was mechanically shortened to fit the shorter version or the music track was re-recorded solely for purposes of timing and synchronization to fit the shorter version.

Note, however, that payment of a Dubbing Fee shall be required when a mechanically edited music track is incorporated into a version under this Section. (See Article XII, Paragraph 3(A) of the Agreement.)

4. CHANGES REQUIRED BY LAW, BROADCAST STANDARDS AND LANGUAGE TRANSLATIONS

The following alterations may be made in a commercial announcement without changing it into a new or additional commercial announcement for the purpose of this Agreement:

- (a) The on and/or off-camera message of a commercial announcement made for a *designated advertiser and/or product shots contained therein may be varied (but only to the extent necessary)* for compliance with legal requirements, broadcast standards and practices, and any other regulations which affect the acceptability of the commercial for broadcast. The Employer must advise the Office of the President of the Federation of each change made and the reasons therefor. This notice must be sent, whenever possible, before first air date, but in no event later than 10 business days after first air date.
- (b) The off-camera message of a commercial announcement or any words shown in a commercial announcement made for a designated advertiser may be recorded or translated in the United States or in Canada in any language.

ARTICLE XIII: DUBBING AND CONVERSION FEES

1. DEFINITION

“Dubbing” shall be defined as the transfer of a music track into a commercial used in the **same** broadcast medium.

“Conversion” (called “new use” in prior Agreements) shall be defined as the transfer of a music track into a **commercial** used in a **different** broadcast medium.

2. CONDITIONS FOR PAYMENT

Each time a musical sound track which was originally recorded for one or more commercials is:

- (a) Incorporated into additional commercials used in the same medium, and which commercials exceed the maximum number of commercials claimed on the Reporting Form (Exhibit B) filed for the session, or
- (b) Included on the Reporting Form (Exhibit B) filed for the session but the announcer copy is not added until more than 10 weeks after the recording session, or
- (c) Incorporated into commercials produced for a different medium

A fee in the amount set forth in Article XIV, paragraph 5, shall be paid to the Leader, Contractor, Instrumentalists, Arrangers, Orchestrators, Copyists, and Sideline Musicians.

This fee shall give the Employer the same rights it obtains by payment for an original session except the right to make more than one commercial.

3. INFORMATION TO ACCOMPANY CONVERSION AND DUBBING PAYMENTS

The following information shall be furnished with payments for conversion and dubbings, not later than 15 business days following the commencement of the applicable use cycle:

- (i) Name of Advertiser
- (ii) Product
- (iii) Name of Advertising Agency and production house, if any
- (iv) Identification of commercial(s) (title and/or number)
- (v) Applicable rate-schedule: Standard, Regional or Local for National Advertisers or Regional or Local for Regional/Local Advertisers
- (vi) Use/broadcast medium: Television, radio, non-broadcast, videocassette, foreign, or other
- (vii) Date of the recording session

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- (viii) The Leader
- (ix) Reporting Form number
- (x) Cycle dates being paid
- (xi) First air date of new commercial
- (xii) If payment is for use of a commercial in a different broadcast medium, the new broadcast medium for which payment is being made
- (xiii) Name, Social Security number and AFM Local number of each Musician, Copyist, Orchestrator and Arranger who performed services for or at such session
- (xiv) Identify Dubbing fees paid for shorter/longer versions per Article XII
- (xv) Such other information required to calculate and issue proper payment; all such information is included in Exhibit B, attached

ARTICLE XIV: USE/RE-USE

**(Applicable to all Commercials except Regional,
Local and Internet Commercial Announcements—Articles IX, X and XI)**

1. INITIAL USE

Upon the first use of a commercial announcement claimed for an original session occurring on or after May 1, 1991, a single, one-time payment at the applicable rate provided below (plus appropriate adjustment for doubling if any) shall be made to each Musician whose services are reported for such session, regardless of the hours of employment at the session:

Leader, Contractor, Single Musician	\$60.00
Side Musician, Sideline Musician.....	\$30.00
Orchestrator, Arranger	\$60.00
Copyist.....	\$30.00

Upon such payment, all of the commercial announcements claimed for the same session may be used during their respective initial use cycles commencing with their respective dates of first use, without additional payment.

The Initial Use cycle of a commercial announcement shall be a period of 13 weeks (“initial cycle”) from the date of first broadcast either by television stations or by radio stations.

2. 13-WEEK RE-USE CYCLES

The first additional broadcast after the expiration of the initial cycle and in the same broadcast medium shall start a new 13-week cycle. The first broadcast in such broadcast medium following the second 13-week cycle shall start a new 13-week cycle, etc. The end of one 13-week cycle and the commencement of the next such cycle need not be contiguous.

3. 8-WEEK USE AND RE-USE CYCLES-RADIO COMMERCIALS ONLY

Use cycles for radio commercials may be 8 weeks or 13 weeks, whichever the Employer elects. In those cases where the Employer elects to pay for an 8-week cycle,

- the Use fee
- the Re-Use fee
- the Dubbing fee
- the Conversion fee

shall be 80% of the 13-week Use fee, 80% of the Re-Use fee, 80% of the Dubbing fee or 80% of the Conversion fee, whichever applies.

Notwithstanding the foregoing, with respect to a music track for a television commercial produced under a prior AFM Television and Radio Commercial Announcement Agreement, if such track is dubbed into a radio commercial produced on or after May 1, 1987, the Conversion

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fee shall be 100% for the first such use cycle and the Re-Use fee shall be 80% for subsequent 8-week Re-Use cycles.

The session fee shall not be affected by this provision.

4. SHORT TERM USE

Upon payment of a dubbing fee, up to three different commercials made for the same advertiser may be broadcast in a single medium during a period of 13 weeks from the date of first broadcast of the first commercial, provided that the three commercials are used for a period not to exceed ten weeks in the aggregate during the 13-week cycle.

EXAMPLE

A single Dubbing Fee is paid for TV use of Commercials A, B and C, all produced with the same Musicians and for the same advertiser. They are used during a 13-week cycle which starts 4/1 and ends 6/30 in the following manner:

Commercial A	1 week	4/1 - 4/7
Commercial B	3 weeks	4/15 - 5/6
Commercial C	3 weeks	6/1 - 6/22
Aggregate Use:	7 weeks	

In this example all use of the three commercials is covered by payment of a single Dubbing Fee because the aggregate use is less than 10 weeks during the 13-week cycle.

5. USE/RE-USE RATES

The 13-week and 8-week cycle payments for each commercial announcement made under this Agreement or music track converted for use in a different medium as described in Article XIV, Paragraph 6 below shall be made to each person covered by this Agreement as provided in the 13-Week and 8-Week Use/Re-Use Rate Schedules set forth on pages 44-45.

It is specifically intended that a commercial announcement which has not been changed, visually or orally, in any manner whatsoever may only be claimed as one commercial announcement.

If only one commercial announcement is produced using the music track(s) recorded at the session and such commercial announcement is not changed, visually or orally in any manner, each cycle beyond the first must be paid for at the applicable re-use fees. It is not permitted to produce one commercial only and declare two or three unless the second and third are different commercials either visually or orally.

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13-WEEK USE/RE-USE SCHEDULE:

10/17/01 - 10/16/04

1. Leader/Arranger/Orchestrator/Contractor* \$159.00
 2. Person who performs services both as Leader
and Arranger, or Leader and Orchestrator \$318.00
 3. Person who performs services both as Arranger
and Orchestrator \$159.00
 4. Orchestra Manager who performs services
both as Orchestra Manager and Sideline Musician \$159.00
 5. Side Musician who has not doubled, Sideline
Musician who has not doubled,
Orchestra Manager**, or Copyist \$79.50
 6. Side Musician or Sideline Musician who
doubles one or more times*** \$103.35 (1st double)
..... \$115.28 (2nd)
..... \$127.20 (3rd)
..... \$139.13 (4th)
 7. Leader, Contractor, Side Musician or
Sideline Musician performing alone,
who has doubled*** \$182.85 (1st double)
..... \$194.78 (2nd)
..... \$206.70 (3rd)
..... \$218.63 (4th)
- * Contractor-Necessary when ten or more Side Musicians are employed-re-use payment is \$159.00.
- ** Orchestra Manager-Necessary when ten or more Sideline Musicians are employed-re-use payment is \$79.50
- *** Doubles payable only for those commercial announcements in which Musicians actually double.

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8-WEEK USE/RE-USE SCHEDULE [Radio Only]-10/17/01 - 10/16/04

1. Leader/Arranger/Orchestrator/Contractor* \$127.20
 2. Person who performs services
both as Leader and Arranger,
or Leader and Orchestrator..... \$254.40
 3. Person who performs services both as
Arranger and Orchestrator..... \$127.20
 4. Side Musician who has not doubled,
Sideline Musician who has not doubled,
or Copyist \$63.60
 5. Side Musician or Sideline Musician who
doubles one or more times** \$82.68 (1st double)
..... \$92.22 (2nd)
..... \$101.76 (3rd)
..... \$111.30 (4th)
 6. Leader, Contractor, Side Musician
or Sideline Musician performing alone,
who has doubled** \$146.28 (1st double)
..... \$155.82 (2nd)
..... \$165.36 (3rd)
..... \$174.90 (4th)
- * Contractor-Necessary when ten or more Side Musicians are employed-re-use payment is \$127.20.
- ** Doubles payable only for those commercial announcements in which Musicians actually double.

6. USE IN ADDITIONAL BROADCAST OR INTERNET MEDIUM

Use of any commercial announcement in a broadcast or Internet medium other than the same broadcast or Internet medium which is first used during the initial cycle of broadcast shall require the making of additional payments at the scale rates set forth in this Agreement.

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7. FOREIGN USE

A. The Initial Use provision of this Agreement shall not apply to the use of a commercial outside the United States, its territories and possessions, Canada and Mexico (Foreign Use). Such use shall require the making of the following payments per commercial announcement, for a 12-month period of use, which 12-month period shall commence with the first foreign use:

12 Months' Use

	Leader, Contractor, Arranger, Orchestrator	Side Musician, Sideline Musician, Copyist
(i) For use in Europe including the U.K.	\$132.50	\$66.25
(ii) For use outside Europe	\$132.50	\$66.25
(iii) For Worldwide use paid at start of cycle	\$212.00	\$106.00

If the worldwide use rate under Subparagraph (iii) above is not paid at the start of the cycle, then worldwide use may be obtained only by payment of the two separate rates provided under (i) and (ii) above.

For an additional payment of 50% over the rates listed above, Employer may use a commercial for a period of 24 months. Such additional payment must be made at the start of the cycle.

24 Months' Use

	Leader, Contractor, Arranger, Orchestrator	Side Musician, Sideline Musician, Copyist
(i) For use in Europe including the U. K.	\$198.75	\$99.38
(ii) For use outside Europe	\$198.75	\$99.38
(iii) For Worldwide use paid at start of cycle	\$318.00	\$159.00

If the worldwide use rate is not paid at the start of the cycle, then worldwide use may be obtained only by payment of the two separate rates provided under (i) and (ii) above.

B. Notwithstanding Subparagraph (A) above, use of a commercial announcement in Mexico shall be considered foreign use whenever such commercial is only being used outside of the United States, its territories and possessions and Canada or wherever the commercial has been produced for foreign use only.

8. CABLE USE

- A. Use on any kind of cable (including WTBS for example) of commercials which use music tracks produced under this Agreement shall be deemed the same as television use. (For purposes of this paragraph, use on so-called “super stations” shall be considered television use.)
- B. Music tracks produced under this Agreement, which are included in commercials produced solely for and solely used on local cable, shall be subject to special negotiation with the Federation if Employer so requests. This negotiation will be done on a case-by-case basis. If the Employer does not request a special negotiation with the Federation, Paragraph 8 (A) above shall apply. If the Employer requests a special negotiation but an agreement is not reached, the matter shall be referred to the Joint Industry-Federation Committee.

9. NON-BROADCAST USE

- A. For use of commercials in any and all non-broadcast media (e.g. theaters, trade shows open to the public, closed circuit TV, in-store point of sale, phone hold, in-stadium, give-aways), excluding the Internet, videocassettes and other devices for the home video market, all Musicians shall be paid an amount equal to the conversion fee provided for in Article XIV(5), for each 52-week period of non-broadcast use. For an up-front payment of 150% of the conversion fee, the Employer may obtain two consecutive 52-week periods of non-broadcast use.

B. Experimental Videocassette Provision

For use of commercials in videocassettes and other devices (e.g., DVD, CD-ROM) for the home video market, all Musicians shall be paid as follows:

- (i) Theatrical Motion Pictures Releases
- (1) Where the initial release is
less than 1,000,000 copies: an amount equal to two dub fees
- (2) Where the initial release is
1,000,000 or more copies: an amount equal to four dub fees
- (ii) All Other Releases
- An amount equal to two dub fees

10. Notice Of First Air Date

The Employer shall notify the Federation in writing (with a copy to the applicable Local) within 30 calendar days of the first air date of each commercial announcement covered by this Agreement. The notice shall include the following information:

- (i) Name of Advertiser
- (ii) Product
- (iii) Name of Advertising Agency
- (iv) AFM Reporting Form Number

- (v) Date of Recording Session
- (vi) Identification of commercial (ISCI Code, AD-ID, or Agency Identification Number, whichever is applicable-if any)
- (vii) Identification of track used (from session reporting form)
- (viii) First Air Date
- (ix) The Leader

11. USE OF CLAIMED COMMERCIAL ANNOUNCEMENTS

Each commercial announcement claimed by an Employer for any session must be identified and aired within 18 months of the date of the original session. If first use of any claimed commercial does not occur within such 18-month period, the Initial Use payment shall not cover the initial use cycle for such commercial, and the appropriate use payment must be made if and when use does occur.

12. COMMERCIAL NOT USED FOR TWO YEARS

If a commercial is not used for two years after the completion of any cycle and that commercial is thereafter used, the Employer shall pay the full applicable one-hour session rate provided for in the AFM Commercial Announcements Agreement which is in effect at the time the commercial is reactivated.

13. CALCULATION OF CYCLES

- A. All 13-week cycles provided for in this Agreement may be calculated by counting:
 - (i) 13 weeks or
 - (ii) 3 months less one day.
- B. All 52-week cycles provided for in this Agreement may be calculated by counting:
 - (i) 52 weeks or
 - (ii) 12 months less one day.

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15. RE-USE REPORTS (ACCOMPANYING RE-USE PAYMENTS)

The following information shall be furnished with payments for re-use cycles, not later than 15 business days following the commencement of the applicable re-use cycle:

- (i) Name of Advertiser
- (ii) Product
- (iii) Name of Advertising Agency and production house, if any
- (iv) Applicable rate schedule: Standard, Regional or Local for National Advertisers or Regional or Local for Regional/Local Advertisers
- (v) Identification of commercial(s) (title and/or number)
- (vi) Use/broadcast medium: Television, radio, non-broadcast, videocassette, foreign, or other
- (vii) Date of the recording session
- (viii) The Leader
- (ix) Reporting Form number
- (x) Re-Use cycle dates being paid
- (xi) First air date
- (xii) Name, Social Security number and AFM Local number of each Musician, Copyist, Orchestrator and Arranger who performed services for or at such session
- (xiii) Such other information required to calculate and issue proper payment, all such information is included in Exhibit B, attached.

ARTICLE XV: MUSIC PREPARATION

ARRANGERS, ORCHESTRATORS, COPYISTS, LIBRARIANS

Arrangers, Orchestrators, Copyists and Librarians shall be paid not less than the rates set forth below and the conditions set forth shall apply:

Arranging

Arranging is the art of preparing and adapting an already written composition for presentation in *other than its original form*. An arrangement shall include reharmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structure and requires no changes or additions.

Orchestrating

Orchestrating is the labor of scoring the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.

Full Score

A full score is a visual representation of parts to be performed by instruments and/or voice of a musical ensemble systematically placed on a series of staves, one above the other, and in which no more than two instruments are combined on a single staff.

1. ARRANGERS AND ORCHESTRATORS

A. Arrangers

Minimum Rates

Since arranging represents highly individual skills, the wages paid for arranging are left to the discretion of the person doing the work.

B. Orchestrators

Page rates for Orchestrators [subject to the rules of Paragraph B (7)]:

- (1) Per Score Page
For not more than ten lines per score page..... \$18.37
- (2) Additional Single Line
For each additional single line
in excess of ten lines per score page \$1.00
- (3) Orchestrating Parts
Orchestrating the parts (without score):
the combined rate for orchestrating and copying.
- (4) Scoring Piano Part
For scoring a piano part from a
lead or melody sheet per piano page \$18.37
- (5) Scoring Full Piano Part
For scoring a two-line or three-line full
piano part from an orchestra score (or parts)
or for scoring for solo piano, accordion,
harp, etc., for individual performances,
per piano page, \$34.19
- (6) Scoring Page for Voices
For scoring for (choral) voices (a page
to consist of not more than four voices,
which may or may not include a piano part):

With come sopras being paid for (per Page)..... \$8.15
Each additional voice (per Page)..... \$.76
- (7) Rules for Page Rates

The following rules shall apply to page rates:

- (i) A score page consists of four measures and shall be computed on the basis of a minimum of ten lines
- (ii) Divisi parts shall count as two lines
- (iii) A pick-up shall be computed as a full measure
- (iv) Come sopras shall be paid for
- (v) Repeats shall not be used within a chorus to reduce the wage paid (but repeats, del segnos and the like which appear in the composition are permissible)
- (vi) The last page may be paid for on a half-page basis

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- (vii) The page rates do not include proofreading service
- (viii) Voice and conductor parts written into a score shall be treated as instrumental parts
- (ix) The word "piano" shall be deemed to include organ, harp, celest, harpsichord, accordion, cimbalom, etc., when written on two staves

(8) Time Rates

May be used only for adding parts to a score on adjustments, work at rehearsals, take downs, alterations, additions and in other situations where page rates are impractical. The hourly rate for time work shall be..... \$27.86

2. COPYISTS

A. Minimum Rates

The minimum rates set forth in this Section 2 shall apply throughout the bargaining unit.

B. Time Rates

May be used only on pasting, cutting production lines, and in other situations where page rates are impractical.

C. Page Rates

Page rates for copyists shall be as follows (subject to the rules set forth in Paragraph D on page 56).

Instrumental Parts	Original	Repro
1. a. Single stave parts (single notation)	\$3.34	\$6.91
b. Single stave parts-chorded	\$5.77	\$11.55
2. a. Double stave parts-chorded (piano, harp organ, celeste, etc.).....	\$5.77	\$14.19
b. + vocal cue.....	\$7.41	\$16.38
3. a. Rhythm piano parts (chord symbols + bass line).....	\$4.41	\$11.48
b. + vocal cue.....	\$6.00	\$13.72
4. Piano-vocal (3 staves with lyrics)	\$8.84	\$17.79
*5. Lead Sheet (melody + chord symbols + lyrics-one set).....	\$12.61	\$13.19

C. Page Rates, continued

Vocal Parts	Original	Repro
6. a. Single voice line + lyrics (one set).....	\$4.95	\$11.49
b. Foreign language lyrics, extra per page	\$1.36	\$2.75
*7. a. Choir parts with lyrics (one set).....	\$14.85	
b. Foreign language lyrics, extra per page	\$2.15	

Conductor Parts

- *8. a. Conductor, piano-conductor,
production, control etc. (one or
more staves)..... \$19.01
 - b. Constructing chorded
piano-conductor part
(when no piano in score)..... \$25.57
- * Parts marked with asterisk are multiple use parts and have one price for both Original and Repro.

**Adding Lyrics or Words
(per set, per page)**

	Original	Repro
9. a. Single stave parts	\$1.70	\$3.34
b. Multiple stave parts	\$1.70	\$3.34
c. Foreign language: Double above rates		
10. Numbering bars (per page).....	\$.57	\$1.16
11. Chord symbols (when added, per page)		
a. Single stave parts	\$1.70	\$3.34
b. Multiple stave parts	\$.84	\$1.70

C. Page Rates, continued

- 12. Adding symbols (other than chord symbols) for electronic instruments or devices:
 - a. Single stave parts \$1.75
 - b. Multiple stave parts \$1.02
- 13. Any part for solo performance +50%
- 14. Special routines +50%
- 15. Symphony rate +33 1/3%
- 16. Transposition +50%
- 17. Master copy for reproduction (all parts not listed): Double part price
- 18. Time work*
 - a. Straight time \$23.08
 - b. Time and one-half \$34.60
 - c. Double time \$46.13

* For description of work falling within these categories, see Paragraph 3 (E) (i-vi) Page 58.

D. Rules Applying to Page Rates

The following rules shall apply to page rates:

- (i) For duplicating orchestra and band scores (note for note), the minimum rate shall be one-half of the orchestrating rate for scoring same.
- (ii) For remaking a score from regular parts, the minimum rate shall be one-half of the orchestrating rate for scoring same.
- (iii) Modulations, new introductions, endings and interpolations from piano shall be paid for at orchestrating rates.
- (iv) Symphony, opera, cantata, oratorio, ballet or any other standard or classical music (copies, transcriptions, extractions) shall be paid for at one-third more than the rates listed.
- (v) Special routine work (writing only) where two or more scores or orchestral parts must be used or referred to in extracting the parts shall be paid for at 50% more than the rates listed.
- (vi) The Contracting Copyist shall be designated as a Supervising Copyist and he/she shall be paid for his/her services 25% more than the listed rates for the work with respect to which he/she acts (including copying done by him/her) when the services of more than one Copyist are necessary to complete the work assignment.
- (vii) When two or more Copyists are required to split scores for the convenience of the Employer, each Copyist shall be paid at page and half-page rates for the section copied by him/her, but not less than the applicable hourly rate. Each of these Copyists shall be included on the Reporting Form filed for the session.
- (viii) Rates for copying do not include any proofreading services. Proofreading, if required by the Employer, shall be paid for at the rate of \$20.82 per hour with non-minimum call to be applicable to such rate.
- (ix) Divisi parts shall be paid for on a pro rata basis.
- (x) Editing shall be paid for at the copying rate plus 50%.
- (xi) Rates shall be computed on the basis of ten stave paper except that parts requiring three or more braced staves shall be written on twelve stave paper, unless impractical.
- (xii) Rates shall be computed on page and half-page rates except that the first page shall be paid in full rather than prorated.
- (xiii) An average of four measures per stave shall be secured, if possible, and two staves of the first page (or any following pages, if necessary) shall be used for titles or other written items.

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- (xiv) The Copyist who prepared the original part shall be paid the listed rate for any reproductions thereof by any mechanical means whatsoever except where a master copy was previously paid for at the rate listed.
- (xv) All paper and necessary working material shall be supplied by the Employer or furnished by the Copyist at cost.
- (xvi) Transposition of all parts shall be paid for at 50% more than the listed rates.
- (xvii) Use of rehearsal letters every two, three or four measures or to circumvent payment for numbering shall not be deemed normal use.

3. GENERAL RULES APPLICABLE TO ARRANGERS, ORCHESTRATORS, COPYISTS AND LIBRARIANS

A. Delivery of Full Score

The Arranger or Orchestrator shall deliver to the copyist a full score. Abbreviations by come sopra and/or col indications within the same score may be used.

B. Other Media Limitations-Non-Commercial Announcement Use

Arrangements, orchestrations and parts previously made for a use other than commercial announcements shall be paid for hereunder when first used for commercial announcements. Arrangements, orchestrations and parts made initially for commercial announcements shall not be used in any other field either by the Employer or with its authorization unless the rate applicable to such purposes is paid.

C. Use of Union Stamp

Arrangers, Orchestrators and Copyists shall stamp the first and last pages of all arrangements and scores and the first page of all parts with their official union stamp. Card number, Local and year must be written on any master copy.

D. Minimum Call

The minimum call for an Orchestrator shall be four hours.

A Copyist shall be guaranteed a minimum payment equal to the scale one-hour session fee which applies to the Musicians employed for the recording session, pursuant to Article VIII. 1 hereof. This minimum is also subject to added premium rates when such premium time is in effect.

E. Premium Rates

Orchestrators and Copyists shall receive the following premium rates but there shall be no compounding of such premiums:

- (i) For work from 6:00 p.m. to 12:00 midnight 150% of the listed rate.
- (ii) For work on Saturdays from 9:00 a.m. to 6:00 p.m. 150% of the listed rate.
- (iii) For work in excess of eight hours
in one day on a single job 150% of the listed rate.
- (iv) For work from 12:00 midnight until
dismissed, and after 6:00 p.m. on Saturdays 200% of the listed rate.
- (v) For work performed on the same job at any time
following a call-back less than eight hours after
prior dismissal during premium pay hours..... 200% of the listed rate.
- (vi) For work on Sundays and the following holidays..... 200% of the listed rate.

In the United States

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In Canada

New Year's Day	Dominion Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day

F. Out of Town Work

(i) Rates

If the Employer requests an Orchestrator or Copyist to work in a city other than the one in which he/she resides or in his/her normal working environs in which he/she is customarily employed, such work shall be paid for at 125% of the listed rate. In such cases the Employer shall reimburse all reasonable and necessary travel expenses which have been agreed to in advance, including meals and including the cost of hotel if such Orchestrator or Copyist is required to stay away overnight.

(ii) Transportation

Round-trip, first-class transportation, with sleeper for overnight travel, shall be furnished by the Employer. Airplane coach shall be considered first-class transportation.

G. No Application of Other Rates

The minimum rates specified herein relate to arranging, orchestrating and copying services of every nature as utilized in connection with commercial announcements and no other minimum rates shall be applied for any such services.

H. Session Attendance Rates

Copyists and Librarians who are required by the Employer to attend recording sessions shall be paid at the Side Musician rate.

I. Pickup and Messenger Service

Pickup and messenger service shall be paid by the Employer.

J. Initial Radio or Television Recording Session (Commercials Produced Under National Recording Rates)

(i) First Three Commercials

Copyists and Orchestrators shall receive for each composition copied and orchestrated the applicable fees set forth in the above schedule for the amount of work involved in each such job. This scale payment shall entitle the Employer to use each composition in question in not more than three commercial announcements at the initial recording session provided such commercial announcements are for use in the same medium.

(ii) Additional Commercials

For each commercial announcement produced in excess of the first three at the initial recording session which incorporates such composition, the Copyist shall receive a fee equal to the applicable scale fee being paid to the Side Musicians, and the Orchestrator shall receive a fee equal to the applicable scale fee being paid to the Leader.

K. Use Payments

The initial 13-week cycle (Initial Use), any additional 13-week cycles, the editing, dubbing or conversion of additional commercials shall be paid for as provided for in the applicable Articles as set forth in this Agreement.

Payments for Regional and Local commercials shall be paid for as set forth in Articles IX and X of this Agreement.

L. Subsequent Use of Work—Additional Commercials in the Same or “Other” Medium

The Copyist shall receive a fee equal to the applicable scale being paid to the Side Musicians and the Orchestrator shall receive a fee equal to the applicable scale fee being paid to the Leader.

ARTICLE XVI: SIDELINE MUSICIANS

A "Sideline Musician" is a person covered by this Agreement who is engaged to mime the playing of a musical instrument.

1. PAYMENTS

A. Base Scale

- (i) Minimum pay for eight hours
(Side Musicians and Orchestra Manager) \$156.96
- (ii) Overtime after eight hours,
per 15 minutes or fraction thereof \$7.36
- (iii) One person alone, minimum pay for eight hours \$184.65
- (iv) One person alone, overtime after eight hours,
per 15 minutes or fraction thereof.....\$8. 66
- (v) Leader-double above rates.
- (vi) If two or more Sideline Musicians are employed, one of them shall be deemed the Leader.

B. Premium Rates

All work performed between midnight and 8:00 a.m., on Sundays, and on the following holidays shall be paid for at two times the applicable scale.

In the United States

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

In Canada

- | | |
|----------------|------------------|
| New Year's Day | Dominion Day |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |

Each of these holidays shall be observed on the day on which it is observed by employees of the United States Government or of the Government of Canada.

C. Use Payments

The initial 13 or 26-week cycle (Initial Use), any additional 13, 26 or 52-week cycles, the editing, dubbing or conversion of additional commercials shall be paid for as provided for in the applicable Articles as set forth in this Agreement.

Payments for Regional and Local commercials shall be paid for as set forth in Articles IX and X of this Agreement.

D. Recording by Sideline Musicians

Except for “leak throughs,” if Sideline Musicians record, they shall be paid for not less than one recording session in addition to the applicable sideline scale. This shall not apply if the Musicians play, but do not record. A “leak through” is defined as the recording of Sideline Musicians which is not intended for direct recording.

If a Sideline Musician is required to prescore or directly record while filming for the purpose of using such recording as a “playback” for rehearsal or if it is used in the final version of the commercial announcement, then such recording shall be paid for at the recording scale for not less than one-hour minimum call in addition to the applicable sideline scale.

E. Doubling

When a Sideline Musician is required to double as defined in this Agreement, he/she shall receive an additional 30% of Sideline Musician’s Base Rate for the first double and an additional 15% of Sideline Musician’s Base Rate for each additional double thereafter if photographed playing such respective instruments.

F. Silent and Speaking Bits

If a Sideline Musician is directed to perform a silent, speaking, singing or other bit, he/she shall be entitled to compensation at not less than the then prevailing scale of Screen Actors Guild, or other union having customary jurisdiction over such service.

G. Sideline Services for Single Employer

Whenever an Employer enters into a written contract requiring a Sideline Musician to refrain from rendering sideline services to any other employer, the Sideline Musician shall be entitled to a re-use payment or an amount equivalent to a re-use payment for each commercial in which he/she renders services under this Agreement every three months following the date services are rendered. For purposes of computing payment, all music tracks recorded on the same Reporting Form shall be considered as one commercial.

2. WORKING CONDITIONS

A. Leaders

Where two or more Sideline Musicians are employed on an engagement, one shall be construed as Leader and shall receive double Sideline Musicians non-doubling scale.

B. Orchestra Manager

If ten or more Sideline Musicians (including Leader) are employed for any session, an Orchestra Manager (Contractor) shall be employed for such session. Such Orchestra Manager may be one of the Sideline Musicians. He/she shall be compensated at twice the minimum rate for the non-doubling Sideline Musicians but in any event the scale for any such person performing both as an Orchestra Manager and Sideline Musician shall not exceed twice such Sideline Musicians non-doubling scale.

C. Work Day

“Sideline,” “Atmosphere,” or “Silent”-The work day starts at time and place ordered to report and ends when dismissed at Studio or in the city.

D. Turnaround

The period of time between when a sideline musician is released at the end of a work day and when s/he is required to report back to work for a subsequent Work Day (“turnaround time”) shall not be less than ten hours.

E. Weather Permitting Calls

(i) Cancellation

When the scheduled photography is canceled by Employer because of weather conditions, a Sideline Musician reporting pursuant to a “weather permitting” call shall be paid one-half day’s pay, which shall entitle the Employer to hold the Sideline Musician for not exceeding four hours; the Sideline Musician shall receive two hours’ pay (at straight time) for each additional two hours, or fraction thereof, during which he is thereafter so held.

(ii) Permissible Work

During this time, the Employer may costume, rehearse, or otherwise use the Sideline Musician on the specified commercial announcement, except for recording or photographing, still or otherwise, of such Sideline Musician.

(iii) Pay for Use

If the Sideline Musician is used for such recording or photographing, he shall receive a day’s pay.

(iv) Not Applicable to Studio Stages-“Weather permitting” calls shall not be issued for stages in studios.

F. Fittings and Interviews

(i) **Costume Fittings**

Sideline Musicians fitted at a place designated by the Employer shall be given a fitting allowance as follows:

- (1) If on a day prior to the work call, payment for two hours' time; additional time shall be paid for at the hourly rate in units of 30 minutes.
- (2) If the fitting call is on the same day as the work call, straight time computed in units of 30 minutes; provided, however, that if on the same day four hours or more intervene between the work call and the fitting, payment shall be made as though the fitting occurred on a day prior. If less time than four hours intervene from the termination of the fitting to time of work call, all intervening time is work time.

A Sideline Musician who has been fitted shall be paid not less than a full day's agreed wages if not given employment in the production for which he/she was fitted. The rate of fittings shall be based on the classification in which the Sideline Musician is employed on his/her first day of employment on which he/she is required to wear the costume for which he/she is so fitted.

(ii) **Interviews**

Sideline Musicians reporting for interviews shall receive an interview allowance of \$11.10 for the first one and one-half hours of the interview. For additional time of the interview, Sideline Musicians shall receive an interview allowance, minimum computation in units of two hours at the specified regular hourly rate. If, within any period of interview time, any recording or photography, still or otherwise, is done for use in any commercial announcement, he/she shall be paid the agreed daily wage; except that still pictures to be used exclusively for identification of the Musician or wardrobe may be taken by Employer without making such payment.

Upon completion of the interview, the Sideline Musician shall be notified whether or not he/she has been selected, and he/she shall be advised as to the rate of compensation to be paid; if the Sideline Musician is not used in the commercial announcement for which he/she was selected, he/she shall be paid the day's pay unless he/she is not available when called, in which event, he/she shall not be entitled to any payment.

A Sideline Musician required to report for a second interview for the same job shall be paid not less than two hours' pay at the established daily rate.

Sideline Musicians who are required to and do report for an interview in dress clothes shall be paid five dollars (\$5.00) over and above the interview allowance.

If the Sideline Musician is not used in the commercial announcement for which interviewed, he/she may be used in another commercial announcement on the same day for which he/she was called.

G. Notification and Cancellation of Calls

(i) Notification of Calls

All calls for Sideline Musicians shall be made not later than 6:00 p.m. on the day preceding the call, except in emergency, and except at the end of any photographic day, calls for the following day may be given to the Sideline Musicians, provided, however, that Sideline Musicians are not obligated to work more than one day unless so notified at the time of call.

(ii) Cancellation of Calls

In the event of the cancellation of any call for any reason beyond the control of the Employer, the Sideline Musicians so canceled shall receive a one-half payment except as provided in subparagraph (3) below.

- (1) The Employer shall be entitled to hold and use such Sideline Musicians for four hours only to the extent herein provided. For each additional two hours or fraction thereof, such Musicians shall receive a one-quarter payment.
- (2) During the time which the Sideline Musicians are so held, the Employer shall have the privilege of putting Sideline Musicians into costume, rehearsing or making other use of their services. If, however, any recording or photography is done, whether still pictures or otherwise, Sideline Musicians shall be paid the agreed daily wage.
- (3) If any Sideline Musician has been notified of such cancellation before 6:00 p.m. of the day previous to the work date specified in such call, or shall be otherwise employed on such work date by the same or any other Employer, at a rate equal to or higher than the rate applicable to such Sideline Musician as specified in such canceled call, he/she shall not be entitled to such one-half payment.
- (4) If the Sideline Musician's second work assignment shall be for a time to commence less than four hours after the time of his/her canceled call, he/she shall receive-in lieu of the one-half payment-an allowance for the cancellation of the call on a straight-time hourly basis, computed in 30-minute units from the time of the first call to the time of his/her second call. Overtime, if any, on the second work assignment shall be computed without reference to the first call. If the second work assignment shall be for a time to commence more than four hours after the time of his/her canceled call, he/she shall receive the one-half payment. Overtime, if any, shall be computed without reference to his/her first call.

H. Meals

(i) Duration

Meal periods shall be not less than one-half hour nor more than one hour. Not more than the one meal period shall be deducted from work time during the first eight hours.

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(ii) **Time of Meal Periods**

The first meal period shall be called not later than six hours from time of call, and subsequent meal periods not later than six hours after the termination of the preceding meal period, except on staggered calls. Employer may call a meal period on work time and the deductible meal period shall commence not later than six hours thereafter. If, upon the expiration of such 6-hour period, the camera is in the actual course of photography, it shall not be a violation to complete such photography, provided that such delay shall not exceed ten (10) minutes.

(iii) **Night Meals**

Food and hot drinks shall be provided when Sideline Musicians are required to work after 11:30 p.m.

(iv) **Violation of Meal Period Provision**

The penalty, if any, for each one-half hour meal delay or fraction thereof shall be one hour's pay, computed at one-eighth of the straight time eight-hour daily basic wage rate paid for that workday, to all Sideline Musicians on that particular production who are entitled to such meal period penalty.

I. Wardrobe

(i) **Wardrobe Allowance**

Sideline Musicians are not to be required to provide any wardrobe other than tuxedo, business suit or full dress.

When a Sideline Musician reports in the specified wardrobe, and in addition brings one or more complete changes of wardrobe as requested by the Employer, he/she shall be entitled to an allowance of \$3.00 per day for the first such change and \$5.00 per day for any two or more such changes, provided, however, that such allowance shall not be applicable to wardrobe furnished for and used on an overnight location.

(ii) **Wardrobe Removal Allowance**

A Sideline Musician shall be dismissed as soon as his/her wardrobe or property has been turned in. Whenever he/she turns in wardrobe or property on time for which he/she is not otherwise compensated, he/she shall be paid a wardrobe removal allowance of 30 minutes at his/her regular hourly rate for that day. If more than the one-half hour allowance is required to check in his/her wardrobe or property, he/she shall be paid for such excess time at his/her agreed daily rate, computed in units of 15 minutes.

(iii) **Damage to Wardrobe or Property**

If any wardrobe or property personally owned by a Sideline Musician is damaged in the course of his/her employment, the Employer shall compensate him/her therefor.

J. Makeup

A Sideline Musician shall be entitled to additional compensation of \$8.45 per day who is:

- (i) directed to and does have body makeup or oil applied to more than 50% of his/her body and/or
- (ii) who is required to and does wear a rubber skullcap, and/or who is required to and does wear hair goods affixed with spirit gum (specified as full beards, mutton chops or a combination of goatee and mustache) and/or
- (iii) who at the time of his/her employment is required to and does wear his/her own natural full-grown beard, as a condition of employment.

A Sideline Musician who grows or is directed to grow a beard while employed by the Employer shall not be entitled to such additional compensation therefor.

K. On Location

When working on location at a distance making commuting to and from the engagement impractical or impossible, daily schedules will apply.

Travel time shall begin when the employee reports for travel pursuant to instructions and ends when the employee arrives at the destination. Only travel time between 6:00 a.m. and 6:00 p.m. will be computed as work time. This time shall not exceed eight hours per day. The travel time rate shall be \$5.50 per hour, with double for Leader.

All expenses shall be paid by the Employer, including transportation, meals and reasonable sleeping accommodations, in addition to regular daily schedules.

ARTICLE XVII: PENSION FUND

1. PERCENTAGE CONTRIBUTION

Employer shall contribute an amount equal to 10% of all earnings (excluding health and welfare payments, cartage fees, late payment penalties and travel, food and clothing expenses) of whatever nature covered by this Agreement, computed at scale earnings:

These contributions shall be made:

- a. With respect to services rendered in the United States, to the American Federation of Musicians and Employers' Pension Fund (AFM-EP Fund). The Employer agrees to be legally bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, as amended from time to time, which is incorporated by reference into this Agreement.
- b. With respect to services rendered in the Dominion of Canada, to the American Federation of Musicians' and Employers' Pension Welfare Fund [AFM-EPW Fund] (Canada), created pursuant to Agreement and Declaration of Trust, dated April 9, 1962.

2. SUBMIT REPORTS; SUBJECT TO AUDIT

The Employer shall submit such reports in such form as the Trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the Trustees as the Trustees may require.

3. SIMULTANEOUS DELIVERY OF STATEMENTS TO FEDERATION

The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees, copies of any and all statements submitted to such Trustees under said Trust Indenture.

4. RIGHT TO AUDIT

The Federation shall have the right from time to time, upon reasonable notice, without limitation to the duration of this Agreement and at all reasonable times during business hours, to have the Federation's duly authorized agent(s) examine and audit the records and accounts of any party to this Agreement concerning all transactions which are or legitimately may be subject to payments under this Agreement to ascertain what sums, if any, may be due and to verify the accuracy of any statements made by any party pursuant hereto. All necessary facilities shall be made available to such authorized agent(s) to enable them to make such examination and audit and to copy and make extracts from said records.

5. FEDERATION AND TRUSTEES MAY ENFORCE

The Federation and said Trustees, or either of them, may enforce these provisions.

ARTICLE XVIII: HEALTH AND WELFARE PAYMENTS

1. EMPLOYER CONTRIBUTION

The Employer shall contribute to the lawful Health and Welfare Fund presently established by any Federation Local and, commencing 30 days after notice in writing, the Employer will pay to any other lawful Health and Welfare Fund established by any other Federation Local:

A. Original Session

The sum of \$13.00 per session for each original service performed, up to a maximum of two such services, within the jurisdiction of such Federation Local by each Musician covered by this Agreement.

B. All Wage Payments

An amount equal to two percent of all scale wages (session, dubbing, use, conversion and re-use fees) being paid under this Agreement to all Musicians.

C. Payment to Musician's Welfare Fund Locals

With respect to Musicians who are members of a Federation Local where a Welfare Fund has been established, the Employer shall pay the applicable amount directly to the Musician's Welfare Fund regardless of where such services are performed.

2. PAYMENT TO MUSICIANS

With respect to Musicians who are members of a Federation Local where no Welfare Fund has been established, the Employer shall pay the applicable amounts directly to each Musician regardless of where such services are performed.

3. CONTRIBUTIONS ARE NOT WAGES

No Health and Welfare contribution, whether paid to any Fund or paid directly to a Musician, shall be considered wages under this Agreement or the basis for computing the applicable AFM-EP contribution or any other payments under this Agreement such as re-use, doubling, overtime, dubbing, etc. , provided, however, that such contribution, when paid directly to a Musician, may be considered wages for tax purposes only.

**FEDERATION LOCALS WHICH HAVE ESTABLISHED
HEALTH AND WELFARE FUNDS AS OF DECEMBER 1, 1995**

LOCAL	FUND NAME
802-New York, NY	Musicians' Local 802 Health Benefits Plan
47-Los Angeles, CA	Professional Musicians' Local 47 and Employers' Health and Welfare Fund
369-Las Vegas, NV	H.E.R.E.I.U. Welfare Trust Fund
661-708 – Atlantic City, NJ	Local 661-708 Health and Welfare Fund

ARTICLE XIX: PAYMENTS

I. PLACE AND TIME

A. Place

Each and every payment to be made pursuant to this Agreement, including but not limited to payments for original performances and services, dubbing, initial use cycle payments and additional payments based on broadcasts of commercial announcements following the first 13 weeks of broadcast and/or initial Internet use, and payments of contributions to the American Federation of Musicians' and Employers' Pension Fund and to the American Federation of Musicians' and Employers' Pension Welfare Fund (Canada) and payments to Health and Welfare Funds of Local unions, where required, shall be made through such agency or agencies of the Federation as may be designated from time to time by the Federation.

B. Time

Each such payment shall become due and payable within 15 days (excluding intervening Saturdays, Sundays and holidays observed by Employer) following the accrual date of such payments.

(1) Original Services (Session)

The accrual date for payments for original services shall be the date of the original services.

(2) Pension and Health & Welfare Funds

The accrual date for payments of contributions to the said Pension and Health & Welfare Funds shall be the same date as the accrual date of the payment on which such contribution is based, provided that the Trustees of such Funds may agree with contributors with respect to single monthly payments of such contributions.

(3) Initial Use/Re-Use

The accrual date for payment due for the initial use cycle shall be based on the (i) first air date of the first commercial broadcast or (ii) first use on the Internet. The accrual date for payment of additional payments based on broadcast/use of commercial announcements following the initial use cycle shall be the date of first broadcast/use in each subsequent 8-week, 13-week or 26 week cycle as applicable.

(4) Conversion, Non-Broadcast and Foreign

The accrual date for payments due for use of a commercial announcement in a broadcast medium different from the broadcast medium used for the first broadcast during the initial cycle or by reason of conversion, non-broadcast and foreign use of a commercial announcement shall be the date of first broadcast in such different

medium or in foreign areas (or, in the case of a made-for-Internet commercial, the date of first use of such commercial announcement in a broadcast or cable medium).

The accrual date for payments due for use of a made-for-Internet commercial in a broadcast medium (television or radio) shall be the date of broadcast in such medium.

(5) Dubbing

The accrual date for payments for dubbing material into a commercial announcement in the same broadcast medium shall be the date of first broadcast of such commercial announcement.

2. PAYMENT INFORMATION

The following information will accompany each payment, either printed on the check stub or attached thereto:

- a. Name of Advertiser
- b. Product
- c. Title of Commercial
- d. Date of Original Session
- e. Medium of Use (TV, Radio, Internet, etc.)
- f. Re-Use cycle
- g. Leader
- h. Category of use (standard, regional or local for national advertisers, regional or local for regional/local advertisers, Internet)
- i. First Air Date
- j. AFM Reporting Form number

3. LATE PAYMENT PENALTY

Failure to make any payment on the due dates aforesaid shall require payment of an additional amount as a late penalty; the amount of the penalty is as follows:

- a. An amount equal to 5% of the initial amount payable if such payment is made between the 16th and 30th business days (excluding intervening Saturdays, Sundays, and holidays observed by Employer) following the accrual date.
- b. Payments made between the 31st and 60th business days shall require, in lieu of the said additional 5% payment, the payment of an additional amount equal to 10% of the initial amount payable.
- c. Payments made between the 61st and 90th business days shall require, in lieu of the said additional 10%, the payment of an additional amount equal to 25% of the initial amount payable.

Payments made after the 90th business day shall not require any penalty payments in

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addition to the above 25% penalty unless the Local or Federation advises the Employer in writing of such non-payment. If payment is not made within 15 business days after Employer receives such notice, an additional penalty of 10% of the initial amount payable shall accrue for each 30-day period in which payment is not made. The first such 30-day period shall begin on the date such notice is received.

A claim for late payment penalty shall be initiated in writing by the Local or Federation no later than 60 business days after receipt of the initial amount payable or the claim will be invalid.

Such penalty payments shall not be required when Employer's delay or failure in paying results from (i) Employee's delay or failure in furnishing a W-4 form, or (ii) Leader's or Contractor's delay or failure in filing a complete Reporting Form (Exhibit B) in the event Employer elects not to furnish such form, or (iii) the existence of a bona fide dispute as to the amount due and payable, provided that notice of such dispute shall have been filed with the Local of the Federation in whose jurisdiction the work was performed within ten business days following receipt of bills or Reporting Form (Exhibit B). Only disputed portions of payments may be withheld pending resolution of the dispute.

4. ADJUSTING UNDISPUTED OVERPAYMENTS

Where an overpayment has been made to a Musician and there is no factual dispute as to the overpayment, the overpayment may be credited against subsequent payments due to the same Musician no sooner than 10 business days after the notice set forth in Subparagraph (a) below has been sent, when the following conditions have been met:

- (a) The Employer has given written notice to the Musician, with a copy to the Local of which the Musician is a member, identifying the reason for the overpayment, the amount and date thereof, and the commercial(s), advertiser and agency involved; and
- (b) The notice is given within 90 days of the overpayment.

5. CURRENCY

All payments to be made under this Agreement shall be made in the currency of the country wherein the musical portion of the commercial announcement was recorded.

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EXHIBIT A
American Federation of Musicians Assumption Agreement Form

The undersigned Transferee of music tracks recorded for the advertiser and product identified below under the jurisdiction of the American Federation of Musicians, including but not limited to the music tracks included in the commercial announcement(s) identified below, acknowledges to the undersigned Transferor that such music tracks and the use thereof is/are subject to the terms and conditions of the applicable American of Musicians Television and Radio Commercial Announcements Agreement. Transferee hereby agrees expressly for the benefit of the American Federation of Musicians ("Federation") and of the persons covered by such Agreement with respect to such music tracks, to abide by and perform the provisions of said Agreement and, without limitation of the foregoing, to make the payments for use and re-use of said music tracks required thereby. It is expressly agreed that the Federation, in its own behalf and in behalf of the persons covered by said Agreement, in addition to any other rights and remedies available to it in the event of breach of this Agreement by the undersigned, shall be entitled to injunctive relief for the enforcement of this Agreement.

Advertiser/Product _____

Effective Date of Transfer _____

TRANSFEROR

TRANSFEE

Print Name of Transferor

Print Name of Transferee

Address

Address

Telephone:

Telephone:

By:

By:

Signature of Authorized Officer

Signature of Authorized Officer

Print Name and Title

Print Name and Title

APPROVED ON BEHALF OF THE AMERICAN FEDERATION OF MUSICIANS

By:

Signature of Authorized Officer

Print Name and Title

Date:

Identification of Commercial Announcement(s):

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EXHIBIT B: B-6 Reporting Form

This sample form has been condensed and shortened to fit this page but all information is otherwise unchanged from the original. Forms are available from the AFM.



**American Federation of Musicians Report Form
Television and Radio Commercial Announcements**

No. #####

Date:
Advertiser:
Product:
Advertising Agency:
Agency Rep:
Agency Address:
Agency Rep. Phone:

ORIGINAL SESSION	AFM Local #:
Recording Date:	# of musicians:
Recording Studio:	
City:	State:
Hours of Employment:	
Music Prod. Co. Name:	
RE-USE, DUBBING, CONVERSION OR OTHER	
Original Report Form #:	
Original Recording Date:	

(a) Lowest # of Reported Hrs. Wkd:
(b) # of Announcements Claimed: -

One announcement may be claimed for every 20 minutes reported in (a) above, subject to a maximum of 8 announcements for synthesizer-only sessions.

IDENTIFICATION (ID)

Titles & Code #s. (Incl. Track length for original sessions only.) When ID changes give prior & new.

Check 1 and only 1 from each of these three columns:

Payment Type	Medium	Rates
<input type="checkbox"/> Original Session	<input type="checkbox"/> TV	<input type="checkbox"/> Standard
<input type="checkbox"/> Initial Use	<input type="checkbox"/> Radio (13 weeks)	<input type="checkbox"/> Foreign
<input type="checkbox"/> Re-Use	<input type="checkbox"/> Radio (8 weeks)	<input type="checkbox"/> Regional (Nat'l Adv)
<input type="checkbox"/> Conversion	<input type="checkbox"/> Non-Broadcast	<input type="checkbox"/> Regional (Reg'l Adv)
<input type="checkbox"/> Dubbing	<input type="checkbox"/> Videocassette	<input type="checkbox"/> Local (Nat'l Adv)
<input type="checkbox"/> Dubbing (Longer/ Shorter Version)	<input type="checkbox"/> Internet	<input type="checkbox"/> Local (Local Adv)
<input type="checkbox"/> Other	<input type="checkbox"/> Other	(Indicate region or local area in MEMO box below)

Additional Information: Short term use info changes, Mechanically edited, Sideline Session, Other

Check if: Commercial made for cable only, PSA status confirmed by AFM, Session performed solely on synthesizer, Late penalties apply

MEMO:

	Original (or prior) ID	Track Length	New ID
A			
B			
C			
D			
E			
F			
G			

First Air /Use Date: _____
Cycle Dates Being Paid: _____

Payments not made on a timely basis are subject to the late payments provision of the AFM Television & Commercial Announcements Agreement

Signatory of Record: For Session Payments (e.g. Prod. Co., Agency): _____
Address: _____

Pension to be paid by (if different): _____
Signatory of Record: For all other payments (e.g., Agency): _____
Address: _____

Pension to be paid by (if different): _____
Terms & conditions of the engagement covered by this Report Form include the terms & conditions of the AFM Commercial Announcements Agreement in effect at the time of such engagement.

Signatory of Record's Signature: _____ Leader's Signature: _____
Print Name of Signatory: _____ Phone: _____ Leader's Phone: _____

AFM Local #	Employee's Name (as on Soc. Sec. Card):			Soc. Sec. #	Hrs. Wk'd	# of dbls per session	Spot ID (by ltr above)	Spot ID (per double)	Wages ⁽¹⁾	Pension	H & W if applic.
Card #	Last	First	Initial [Instrument(s)]						Cartage		
			(Ldr)								
			(Arr.)								
			(Orch.)								
			(Copyist)								

(1) Insert X if wages being paid are overscale.

TOTAL PENSION CONTRIBUTIONS:								
TOTAL H & W CONTRIBUTIONS:								

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Distribution of the six copies of this Report Form is as follows:

1. Original (first) page is to be sent to:
AFM-EP Fund
1 Penn Plaza, 31st Floor
New York, NY 10019
with Pension contribution check made payable to the AFM-EP Fund.
2. One copy is to be retained by the Music Production Company.
3. One copy to the Advertising Agency where applicable.
4. The remaining three copies are to be sent to the applicable AFM Local with the Musicians' checks. The AFM Local will:
 - retain one copy
 - send one copy to the American Federation of Musicians,
1501 Broadway, Suite 600, New York, NY 10036
 - send one copy to the Leader

Pension Contribution:

Commercials Produced on or after 12/1/93: 10%

Health and Welfare Payments

1. Original Session Only:
\$13.00 for each original service performed up to a maximum of two services
2. All Scale Wage Payments:
An amount equal to 2% of all scale wages (session, dubbing, conversion and re-use fees) being paid under the AFM Commercial Announcements Agreement.

See Article XVII, Health and Welfare Payments, of the AFM Commercial Announcements Agreement for information regarding distribution of Health and Welfare payments.

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EXHIBIT C
AFM-AAAA/ANA
Television and Radio Commercial Announcements Agreement
Grievance Form

To: _____

From: _____

_____ hereby files a grievance
(Grievant)

against _____ pursuant to
(Name of Party)

Section _____ of the Agreement. AFM Report Form # _____ (attach copy)

Nature of claim:

(Briefly describe above the action taken which allegedly violates the Agreement. State the date(s) and location where that action took place; the name of the individual(s) who took such action; and the specific provision(s) of the Agreement that allegedly were violated.)

Nature of remedy or relief requested:

Dated:

(Grievant's signature and address)

Resolution, if any: _____

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