



American Federation of Musicians of the United States and Canada

AFL-CIO/CLC Affiliated

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DATE

NAME

COMPANY NAME

ADDRESS

CITY, ZIP, STATE

Independent Film/Festival Film Agreement

This is a special agreement (“Agreement”) between the American Federation of Musicians (“AFM”) and [name of Producer] (“Producer”) for the services of musicians in the production of the following motion picture: [title of picture] (the “Picture”).

- A. **Scope:** This Agreement shall apply to motion pictures budgeted at \$2,000,000 or less and exhibited at film festivals, through direct presentation to prospective distributor/buyers, or commercially.
- B. **Scale:** Scale wages shall be as set forth in this (B) except as otherwise provided in (I) (Music Preparation) or (J) (Sideline Musicians).
 - (1) Side musician scale for recording sessions shall be \$48.00 per hour (9 or fewer musicians); \$44.00 per hour (10 –24 musicians); \$40.00 per hour (25 or more musicians), with a three-hour minimum session required.
 - (2) Leader and Contractor Scale shall be computed and paid at double the applicable side musician scale set forth in (1) above.
 - (3) Musicians playing electronic instruments (e.g. keyboards, synthesizer, etc.), may be hired at an Electronic Multi-Tracking (EMT) rate of \$160 per hour, which shall include all Doubles and Overdubs described in (D) and (E) below, if so notified when engaged for the session.
- C. **Session Calls and Cancellations.** Sessions shall be a minimum of 3 hours; longer sessions are permitted and Double Sessions are permitted. A Double Session shall include a maximum of 7 hours recording within an 8 hour time span, and shall also include a minimum one (1) hour lunch break. Musicians once engaged, may not be cancelled with less than 96 hours notice.
- D. **Overtime** shall be paid in 15 minute increments, pro-rated at the applicable rate in (B) above with a maximum of one (1) hour of guaranteed musician availability beyond original session call length (“hold hour”). Overtime beyond the hold hour pays at 150% using the applicable rate in (B) above, pro-rated in 15 minute segments, except for a Double Session. For a Double Session, recording during the hold hour (the 7th hour of recording within the 8 hour time span) pays at 120% and recording outside of the 8 hour time span pays at 150% using the applicable rate in (B) similarly pro-rated.

- E. **Doubling** shall be paid at 50% of the Side Musicians' scale for the First Double, and 20% of the Side Musicians' scale for the Second Double and each thereafter.
- F. **Overdubs:** Overdubs (the recording of multiple parts on the same music cue during the same session) except for those musicians engaged at the EMT rate, require an additional scale payment equivalent to the applicable 3-hour minimum session fee set forth in (B) for each Overdub.
- G. **Cartage:** The Employer shall pay actual common carrier cartage costs for heavy instruments such as keyboards or percussion, when applicable. If musicians self-transport, the Employer shall pay the musician \$30 cartage for harp and \$12 cartage for string bass, cello, drums, mallets, tympani, heavy amplifiers/electronics, baritone or bass saxophone, contra bass clarinet, contra bassoon, accordion, baritone horn, bass trombone and tuba.
- H. **Intermission:** Musicians shall receive one 10 minute break per hour.
- I. **Music Preparation** (copyists and orchestrators, etc.) shall be paid as set forth for Low Budget Films in Paragraph 63 of the Basic Theatrical Motion Picture Agreement (using those rates in force on April 18, 2010) and those amounts shall constitute scale under this Agreement.
- J. **Sideline musicians'** scale is \$194.73 (double for leader and contractor) per 8 hour day, with overtime beyond 8 hours to be paid at time and a half in 15 minute increments. All other terms and conditions for sideline musicians (except for Pension and Health & Welfare Payments) are as provided for in the Basic Theatrical Motion Picture Agreement.
- K. **Pension Contribution:** Producer agrees to contribute an amount equal to 8% of all scale wages earned by each Musician under this Agreement to the American Federation of Musicians and Employers' Pension Fund ("Fund") on behalf of such Musician, and agrees to be bound by the Fund's Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, which is incorporated by reference into this Agreement..
- L. **Health and Welfare** payments of \$25.00 per day will apply to each session musician and sideline musician. Producer shall make such payments on their behalf to the health and welfare fund of the Local in whose jurisdiction the work is being performed. Producer payments on behalf of Music Preparation musicians shall be computed and paid based upon the then current formula for Low Budget Films in Paragraph 63 of the Basic Theatrical Motion Picture Agreement. In the event that the Local has no health and welfare fund, those payments shall be made directly to each musician as a non-scale and non-pensionable wage.
- M. **Music Performance Fund:** The Producer shall remit an amount equal to 3% of scale wages to the Administrator of Music Performance Fund and Producer agrees to be bound to the terms of the Sound Recording Trust Agreement applicable to signatories to the Independent Film/Festival Film Agreement.
- N. **Report Forms:** Employment pursuant to this Agreement shall be reported by the Producer or its authorized agent to the applicable Local and to the AFM on an AFM B-7 report form. Completed form(s) shall also reference "other" in memo box and add the words: "*Independent Film/Festival Film Agreement.*"
- O. **Soundtrack Use:** The music recorded under the terms of this Agreement will not be used for any purpose other than in the Picture (including reuse of such music in other motion pictures), unless the Producer or its assignee executes, returns to the AFM and complies with the terms and conditions of the AFM agreement that would apply if the music were originally recorded for that purpose.

- P. **Soundtrack Album:** Notwithstanding (O) above, the Producer may release up to 5,000 copies of a soundtrack CD without payment for musicians, provided the Producer informs the AFM of such soundtrack release, lists musicians and AFM on liner notes, and provides the AFM with 25 copies of the soundtrack upon release. Violating these terms or sales in excess of 5,000 units will trigger payments under the AFM Sound Recording Labor Agreement as the AFM deems applicable.
- Q. **Promotional Use:** Notwithstanding article (O) above, the Producer may make reasonable use of musician images and soundtrack for electronic press kits, trailers, “making of...”, news, review or other similar promotional purposes.
- R. **Use in Other Media:** The primary market for the Picture is considered to be theatrical (whether or not such use occurs). If the Picture is ever released for secondary commercial exhibition (including but not limited to Cable or Free Television, DVD or New Media exhibition), the Producer shall make payments for such additional exhibition as required under the Film Musicians Secondary Markets Fund Agreement and that document is incorporated into this document by reference. Such Payments will be at 1.8% of 20% of “Producer Gross” formula rate described for Electronic Sell-Through (EST) in the AFM New Media Sideletter.
- S. **Assignment of Rights:** The obligations under articles (O) (P) and (R) above remain with the Producer except to the extent that the Producer executes an Assumption Agreement of a form acceptable to the AFM in which a Distributor or other rights holder assumes such obligations and thereby relieves the Producer of those obligations.
- T. **Experimental Agreement:** This Agreement is on an experimental basis only, and its terms and conditions are non-citable and non-precedent-setting, except to enforce the terms herein.
- U. **AFM Approval:** The total estimated budget for the Picture of not more than \$2,000,000 (or other amount approved by the AFM) must be submitted in writing to the AFM no later than 96 hours in advance of the first session or sideline call, as applicable. A final budget must be provided to the AFM upon the AFM’s request.

ACCEPTED AND AGREED TO:

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**AMERICAN FEDERATION OF
MUSICIANS**

Authorized Signature

Print Name

Date

Name of Producing Company

Authorized Signature

Print Name

Date