

**AFM SINGLE SONG OVERDUB SCALE AGREEMENT
(COMPENSATION WORKSHEET/SONG LIST INCLUDED)**

DATE:

EMPLOYER:

EMAIL:

ADDRESS:

ARTIST:

PROJECT TITLE:

MUSICIAN(S):

1) This Agreement is made and entered into by and between _____ (“Employer”) and Local # _____ of the American Federation of Musicians of the United States and Canada (“Local Union”) for the purpose of establishing rates and conditions for the performance of one or more overdub sessions on one or more previously recorded audio tracks (“Original Track”), hereinafter called a “Single Song.” These combined recorded performances may be released commercially, or can be combined with tracks recorded under the AFM Limited Pressing Agreement, but if any Original Track was recorded or produced under any other AFM Agreement, the applicable scale under that Agreement applies and this Agreement cannot be used.

2) To the extent permitted by applicable law, musician (s) shall be a current member in good standing of the AFM. All other musicians covered by this agreement shall become and remain members in good standing of the Federation on or after the 30th day following the commencement of their employment or the effective date of this agreement, whichever is later. Employer recognizes the AFM as the sole and exclusive collective bargaining agent for all instrumental musicians, orchestrators, arrangers, copyists, synthesizer programmers, and those who perform similar or related services connected with the recording of Single Songs within the jurisdiction of the Local Union.

3) The parties agree that the sole purpose of this Agreement is to establish rates and conditions for musicians employed in the production of a sound recording marketed via record, CD, digital download, or similar devices. The compensation for recording each Single Song under this Agreement, including scale wages, health and welfare (“H&W”), and pension contribution to the American Federation of Musicians and Employers’ Pension Fund (“AFM-EPF”) are set forth in Exhibit A of this Agreement. All payments will be made to the musician within 7 days following the completion of each overdub session.

4) If a Musician is a member of a local union that does not have a health benefits plan, the H&W contribution set forth in paragraph 3 will be treated as an additional non-pensionable wage payment. If Musician is a member of an AFM local with a health benefits plan, they will forward the H&W contribution on behalf of the Employer to that local for transmittal to that plan.

5 (a) The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, and warrants that, by making contributions on behalf of an individual, it has determined that the individual is an employee covered by the Agreement. The contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated on June 27, 2016.

(b) Employer designates (circle one) [Musician(s)/Employer/Payroll Company] to make the pension contribution on Employer’s behalf, and the designated entity will file the AFM Single Song/Single Player Overdub Report Form with the Local Union along with the wages, pension contribution and H&W contribution (if applicable) no later than 15 days following the completion of the overdub session. The Employer’s designation of another person or entity to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.

6) If any recording produced under this Agreement ever, without limitation to the duration of this Agreement, reaches aggregate sales and/or production in excess of ten thousand (10,000) units in the United States or three thousand (3,000) units in Canada through one or more pressings of physical product and/or digital downloads, Employer shall, within 30 days: (i) inform all musicians and the Local Union; (ii) enter into and fulfill all conditions required by the then-current AFM Sound Recording Labor Agreement (“SRLA”), the Sound Recording Trust Agreement for the AFM Employers Pension Fund, and the Sound Recording Special Payments Fund

Agreement, and (iii) Musician(s) will be additionally compensated as follows, based upon the rates and conditions from the AFM's current Sound Recording Labor Agreement at the time of the upgrade: for one or two songs totaling less than 7.5 minutes, one Special Session SRLA payment, with applicable AFM H&W and Pension Fund contributions. For more than two songs, or an entire album that has reached the unit threshold, the upgrade payment will be one Regular Session SRLA payment, with applicable AFM H&W and Pension Fund contributions for each 15 minutes of music. The musician who is listed first on a contract with multiple players and/or whose Agreement with Employer is executed at the earliest date will be designated Session Leader and paid double scale for the additional payments described in this Agreement. All other players will receive single scale. If any of the original (pre-overdub) instrumental tracks are used in the final version of any recording, all those musicians shall be added to the contract at the time of an upgrade to the SRLA.

7) If Employer shall sell, assign, lease, license or otherwise transfer title to a recording produced under the terms of this Agreement to any other person, firm or corporation, it shall obtain from the AFM a "Buyer's Assumption Agreement" ("BAA"), contained in Article 24.(e) of the SRLA, which requires compliance with the provisions of paragraphs 6, 8 and 9 of this Agreement. Employer agrees to deliver to the Local Union an executed copy of the BAA within (30) days after the sale or other transfer of this recording with the name and address of the buyer or transferee. Upon approval in writing by the AFM of the financial responsibility of the buyer, assignee, lessee, licensee or transferee, Employer shall not be further liable for that particular recording, except for pressings made by Employer.

8) Without limitation by the duration of this Agreement, Employer shall keep and maintain accurate records and accounts concerning all transactions with respect to recordings made under this Agreement, and upon request in writing from the Local Union, at least five (5) days before the date of examination, allow the designated agent(s) of the Local Union to examine, during reasonable business hours, all records and accounts concerning all transactions with respect to recordings made under this Agreement.

9) In the event that the recording made under this Agreement is ever used for any purpose beyond the original purpose of this Agreement, including but not limited to commercial announcements, motion pictures, television film or videotape/live television ("New Use"), Employer shall notify the Local Union, sign the applicable AFM agreement, and fulfill all conditions required for such New Use. The Single Song will be treated as original music recorded under any such agreement. New Use of any Single Song or portion thereof recorded under this Agreement shall require the payment of all applicable wages, residuals, royalties and benefits, to all musicians who participated in recording the Original Track and all Overdubs as to which this Agreement applies.

10) Musician and Employer agree that this Agreement shall be in full force and effect for six months from _____, 20____ to _____, 20____, at which time all work and compensation will have been completed to the satisfaction of all parties. If Employer desires to engage musician(s) for additional Single Songs (up to 12 total in a six month period) on the same project during this term, Musician and Employer will provide additional documentation that includes a list of songs and compensation similar to the one in paragraph above, and send it to the Local Union.

If Musician and Employer agree with these terms and conditions, please sign on the signature lines below.

EMPLOYER SIGNATURE: _____ DATE: _____

MUSICIAN SIGNATURE: _____ DATE: _____

APPROVED BY AFM LOCAL# _____

SIGNATURE OF LOCAL OFFICER: _____ DATE: _____

Exhibit A – Compensation Worksheet/Song Titles/Input Form

The compensation set forth in Paragraph 5 of this Agreement shall be as follows, based on the Compensation Chart below:

Compensation Chart				
Total Compensation (scale wages, H&W, pension and electronic transaction fee)	<u>Scale Wages</u>	<u>H&W</u> (6% of scale wages)	<u>Pension</u> (12.81% of scale wages)	Electronic Transaction Fee (PayPal) (3% of scale wages)
\$100	\$82.00	\$5.00	\$10.50	\$2.50
\$150	\$123.00	\$7.50	\$15.76	\$3.74
\$200	\$164.00	\$10.00	\$21.01	\$4.99
\$250	\$205.00	\$12.50	\$26.26	\$6.24
\$300	\$246.00	\$15.00	\$31.27	\$7.73
\$350	\$287.00	\$17.50	\$36.76	\$8.74
\$400	\$328.00	\$20.00	\$42.02	\$9.98
\$450	\$369.00	\$22.50	\$47.27	\$11.23
\$500	\$410.00	\$25.00	\$52.52	\$12.48

Musicians Names, Last 4 of SSN#	Song Title(s)	Total Compensation (scale wages, H&W, pension and electronic transaction fee)	Scale Wages	H&W (6% of scale wages)	Pension (12.81% of scale wages)	Electronic Transaction Fee (3% of scale wages)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

SINGLE SONG OVERDUB SCALE – TIME CARD/INPUT FORM

Name of Employer _____
Address _____

Name of Artist or Group (if different from Employer) _____
Agreement on file _____ Agreement included with this input form _____

(This scale cannot be used without be an executed Agreement)

Name of Musician(s) _____
SSN# _____
Address _____
AFM Local # _____
Name of additional Musician _____
SSN# _____
Address _____
AFM Local # _____

(Any additional Musicians may be submitted on an additional sheet with each musicians' Full name, SSN#, AFM Local # and their current address)

Recording Date (s) _____

Number of Songs _____

(A maximum of 12 songs in 6 months is permitted under one Agreement)

Song Title	Per Song Rate	Session Date(s)
------------	---------------	-----------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

A completed Single Song Overdub Scale Agreement must be executed prior to using this scale, which cannot be combined with any other AFM Recording Agreement except Limited Pressing.

The total payment includes: 1. Scale 2. Health & Welfare payment (unless a member of Local 802 or 47) Health Plan, 3. 12.81% AFM EP Fund payment, 4. Electronic transaction (PayPal) fee. Musician will pay the AFM-EP amount on behalf of the employer. This amount may be paid in a personal check. For more information on sales thresholds and additional payments, please read the Single Song Overdub Agreement and Worksheet above.



**AMERICAN FEDERATION OF MUSICIANS
SINGLESONG/SINGLE PLAYER OVERDUB REPORT
(NON-SYMPHONIC)**

FORM B-17/Rev.Oct.23, 2019

Date: _____

RPNo.

SINGLE SONG/SINGLE PLAYER OVERDUB - This Agreement is intended for one "project" and one artist only, with a maximum of 12 songs in a six month period. All musicians must have an executed Single Song Agreement with this Employer on file for this scale to be used. Multiple players can appear on one contract only if they all appear on all songs, and are all compensated at the same "per song" rate. In the event that the total of digital and analog copies sold or manufactured exceeds 10,000 copies (3,000 in Canada) for a single song or the entire project, all musicians will receive an additional payment per song as described in the Single Song Single Player Agreement.

Recording Date(s) _____ Number of Musicians AFM Local # _____

Recording Studio/Location _____
Address _____ City _____ State _____

Producer/Employer _____ Address _____
Producer/Employer Address (con't) _____
City _____ State _____ Name of Artist or Group _____
Name(s) of Musicians _____

The Producer/Employer understands and agrees that the employment covered by this Report Form is subject to the terms and conditions of the current AFM Single Song/Single Player Overdub Agreement, and the bylaws of the AFM Local in whose jurisdiction such recording takes place. Late Payments are subject to the Late Payment provisions of the AFM Sound Recording Agreement. AFM-EPF Pension Contributions may be paid by Musician or the Employer/Payroll Company as designated in Article 5b of the Agreement.

PAYMENTBREAKDOWN	Per Song Scale (actual wages)	Health & Welfare (pd on top of wages)	Pension (Payable to AFM-EP Fund by musician)	Electronic Transaction Fee (Payable To Musician)
A. TOTAL PAY Columns B-E	B.WAGES 83.33% of Column A	C. H & W 6% of B	D. PENSION 12.81% of B	E. PAY PAL 3% of B

LOCAL NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card)			HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER	SCALE WAGES	H&W (6% OF SCALE)	PENSION (12.81% OF SCALE)
	LAST	FIRST	INIT.					

TITLE of SONG/TUNES/PIECES RATE per SONG No. of MIN RECORDING DATE(S)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____