



# MUSIC PREPARATION

Contract & Invoice No.: \_\_\_\_\_

## PURCHASE PAYMENT TERMS

(LIQUIDATED DAMAGES)

This account is due and payable upon delivery unless otherwise agreed in writing by both parties. In no case shall payment be made later than fifteen (15) working days from date of invoice delivery. The following added charges will be made delinquency of payment:

16 to 20 working days from <b>invoice delivery:</b>	additional	5%
21 to 25 working days from <b>invoice delivery:</b>	additional	7.5%
26 to 30 working days from <b>invoice delivery:</b>	additional	10%
31 to 45 working days from <b>invoice delivery:</b>	additional	15%
46 to 65 working days from <b>invoice delivery:</b>	additional	20%
Payments made after <b>66 working days from delivery:</b>	additional	50%

An additional ten percent (10%) will be charged for every thirty (30) days past the "66th". The only exception to the additional charge schedule will be for:

1. A bonafide dispute as to the amount due if filed within (5) working days of invoice delivery.
2. CIRCUMSTANCES BEYOND THE CONTROL OF THE PURCHASER TO BE DETERMINED BY THE AMERICAN FEDERATION OF MUSICIANS ELECTRONIC MEDIA SERVICES DIVISION.

## ADDITIONAL TERMS AND CONDITIONS

1. All employees who are members of the American Federation of Musicians (hereinafter called the "Federation") when their employment commences hereunder, shall be continued in such employment only so long as they continue such membership in good standing. All other employees covered by this agreement, on or before the thirtieth day following the commencement of their employment, or the effective date of this agreement, whichever is later, shall become and continue to be members in good standing of the Federation. The provisions of this paragraph shall not become effective unless and until permitted by applicable law.
2. To the extent permitted by applicable law, nothing in this contract shall ever be construed so as to interfere with any duty owing by any employee hereunder, pursuant to the Constitution, By-Laws, Regulations and Orders of the American Federation of Musicians.
3. Any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list, order or requirement of the Federation or of any Federation Local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatsoever, any other provisions of this contract to the contrary notwithstanding.
4. Representatives of the Local Union in whose jurisdiction the employees shall perform hereunder shall have access to the place of performance for the purpose of conferring with the employees.
5. The employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for any such employer. No employee will be required to perform any provisions of this contract or to render any services for said employer as long as any such claim is unsatisfied or unpaid, in whole or in part. If the employer breaches this agreement, he shall pay interest at a rate of seven (7) per cent per annum on the principle amount of the damage caused by said breach, from the date of the breach to the date any arbitration award hereunder shall become final and binding. If court action is necessary to obtain compliance by any employer with any arbitrator's award hereunder, said employer shall pay, in addition to the principle amount of damages, interest on the principle amount from the date of the arbitrator's award to the date of judgment at an annual rate of seven (7) per cent, plus a reasonable attorney's fee.
6. The employer, in signing this contract himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein, and acknowledges his liability to provide workmen's compensation insurance, to pay social security and unemployment insurance taxes and to make appropriate Federal and State contributions and deductions. The employer agrees that he shall be liable for loss or damage to musical instruments, accessories (pedals, benches, or seats, that come with instruments, drum sticks, castanets, maracas, etc.) music (sheet music, manuscripts, folios, arrangements and/or orchestrations and/or any music of any type whatsoever) amplifiers, microphones, speakers, and any other supplies or equipment necessary for the performance, or used by the musicians and/or entertainers, performing under this contract, while all the, or any of, the aforementioned instruments, amplifiers, music supplies, etc. are on his premises. This includes any loss resulting from accident, malicious mischief, burglary, theft, fire, or any other event that causes the aforementioned loss.
7. To the extent permitted by applicable law, there are incorporated into and made part of this agreement, as if fully set forth herein, all of the By-Laws, Rules and Regulations of the American Federation of Musicians, and any other Local of the Federation in whose jurisdiction services are to be performed hereunder insofar as they do not conflict with those of the Federation. Among said By-Laws, Rules and Regulations are specific provisions which may provide for the arbitration of any claim arising under the contract and related to the music profession; it is expressly agreed by the parties that any claim or controversy arising out of this contract as to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reason, including but not limited to the arbitrability of any dispute arising between the parties or the jurisdiction of the arbitrators, shall be heard as provided in the By-Laws, Rules and Regulations referred to hereinabove. "Unless the Employer notifies the Musicians Union in writing of any changes in his/her address, a mailed notice to the address given by the Employer in this agreement shall be deemed to be adequate notice of any arbitration claim or hearing."
8. Under the Wage Scales adopted by the AFM in whose jurisdiction the services are being performed, health and welfare contributions shall be made by the employer for the services of musicians employed under the terms of this agreement. The employer agrees to be bound by the applicable Local Health & Welfare Trust Agreement. Contributions shall be included in a check made payable to the applicable Fund covering the total health and welfare contribution as indicated on the face side hereof.
9. Under the Wage Scales adopted by the Federation or Local Union in whose jurisdiction the services are being performed, pension contributions shall be made by the employer for the personal services of musicians employed under the terms of this agreement. The employer agrees to be bound by the Trust Indenture dated October 2, 1959 as amended. Contributions shall be included in a check made payable to the AFM & EP Fund, covering the Pension Fund contribution as indicated on the face side hereof.
10. The employer/purchaser acknowledges that the AFM and its affiliated locals retain, on behalf of its members, a chattel lien on scores and parts until all monies, representing charges; benefits (in the form of contributions for pension and Health and Welfare); costs (representing supplies, printing and messenger service, etc.); and any late charge penalties, are satisfied and paid in full. The purchaser acknowledges that the scores and parts are subject to repossession by the AFM or its locals and that reasonable attorneys' fees, court costs, plus 7% interest will be paid by purchaser if such legal action is required to satisfy a claim. These by-laws, rules and regulations provide for arbitration of certain claims arising under this agreement.
11. Scores and parts are for the category of performance indicated at time of purchase and may not be used in any other category without a first use (new use) payment at the minimum wage scale of the new category. Scores and parts may not be duplicated by any mechanical means without the written consent of the AFM or copied in any way to avoid the provisions of this agreement.
12. On steady engagements the employer agrees to deposit with the Local Union in whose jurisdiction the employees hereunder shall perform, a security deposit in cash, or such form as is acceptable to the Local, in an amount equal two weeks Wages, H&W and Pension Contributions for two weeks. Said deposit shall be made not less than three days prior to the beginning of the engagement and may be used by the Local first to pay the wages of the musicians, in case of default thereon, and then to pay the balance to the Musicians' and Employers' H&W Fund and AFM & EP Fund for contributions due.
13. This agreement shall be applicable to all work in Recording & Live Performance categories and shall not conflict or negate any provisions whatsoever of any existing negotiated agreement between the American Federation of Musicians and signatories thereto.
14. The law applicable to this agreement shall be the law of the state where services are performed.