

ADDITIONAL TERMS AND CONDITIONS

If any employees have not been chosen upon the signing of this contract, the Leader shall, as agent for the employer and under his instructions, hire such persons and any replacements as are required for persons who for any reason do not perform any or all services. The employer shall at all times have complete control over the services of employees under this contract, and the leader shall, as agent for the employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the employees to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the employees. On behalf of the employer the Leader will distribute the amount received from the employer to the employees, including himself, as indicated on the opposite side of this contract, or in place thereof on separate memorandum supplied to the employer at or before the commencement of the employment hereunder and take and turn over to the employer receipts therefor from each employee, including himself. The amount paid to the Leader includes the cost of transportation, which will be reported by the Leader to the employer.

All employees, who are members of 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.

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 to the Federation pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

To the extent permitted by applicable law, 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 whatever, any other provisions of this contract to the contrary notwithstanding.

Representatives of the local in whose jurisdiction the employees shall perform hereunder shall have access to the place of performance for the purpose of conferring with the employees.

The performances to be rendered pursuant to this agreement are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a specific written agreement between the employer and the Federation relating to and permitting such recording, reproduction or transmission. This agreement may not be enforced by the employer until approved by the Federation.

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.

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, if applicable to the services to be rendered hereunder, acknowledges his liability to provide workmen's compensation insurance and to pay social security and unemployment insurance taxes.

To the extent permitted by applicable law, there are incorporated into and made part of this agreement, as though fully set forth herein, all of the By-laws, Rules and Regulations of the Federation and of any local of the Federation in whose jurisdiction services are to be performed hereunder (insofar as they do not conflict with those of the Federation), and the employer acknowledges his responsibility to be fully acquainted, now and for the duration of this contract, with the contents thereof.

It is expressly understood and agreed by all the parties hereto that neither the Federation nor any subordinate body thereof is liable for any breach of this agreement by the employer or by any of the employees.

AMERICAN FEDERATION OF MUSICIANS' and EMPLOYERS' PENSION WELFARE FUND
(AFM & EPW FUND)
730 THIRD AVENUE NEW YORK, N.Y. 10017

Under the terms of the Phonograph Record Labor Agreement (November, 1975), pension contributions shall be paid by all employers for the personal services of musicians in the recording of phonograph records.

Contributions shall be made at the rate of 10% of all wages based on minimum scale during the period November 1, 1975 to October 31, 1977.

INSTRUCTIONS FOR REPORTING PENSION CONTRIBUTIONS

1. Insert company name in the upper right-hand corner of the contract blank.
2. Insert in Item (4) the employee's name exactly as it appears on his Social Security card. Complete Items (2), (3), (4), (5) and (6) as indicated. Be sure the employee's Social Security number is accurately recorded in Item (5). Reports will be processed by IBM equipment and an error in a single digit may result in loss of pension credit for that employee.
3. Insert in Item (8) all scale payments subject to contribution. This consists of payments for sessions and for units of overtime at scale.
4. For each employee, enter in Item (10) 10% of the scale wages entered in Item (8).
5. Enter in Item (12) total of column (10). If any adjustment is necessary in the amount of a previous contribution, please explain fully in a separate letter. Enter in column (13) total of column (11).
6. Use a separate sheet of plain bond paper if additional space is needed to list more employees. Provide the same information and attach to each copy of the B-4 Rev. 7-77 contract. After verifying accuracy of report, remove carbons and distribute as noted below.
7. There are 6 copies of this report.
 - a. You should retain the last copy for your files and send all other copies to the Local Union. Your check for the pension contribution must accompany this Form B-4 Rev. 7-77, make it payable to the "AFM & EPW Fund."
 - b. One copy will be signed by the Local Union and returned to the employer.
 - c. The remaining 4 copies will be distributed by the local union as follows.
 - (i)Original to the American Federation of Musicians' and Employers' Pension Welfare Fund, 730 Third Avenue, New York, N. Y. 10017.
 - (ii)One copy to American Federation of Musicians, 1500 Broadway, New York, N. Y. 10036.
 - (iii)One copy to be retained by the Local Union.
 - (iv)One copy to the Leader.
8. If you should need additional information of instructions, please communicate with the Pension Fund Administrator at the American Federation of Musicians' and Employers' Pension Welfare Fund, 730 Third Avenue, New York, N. Y. 10017.

**AMERICAN FEDERATION OF MUSICIANS REPORT FORM
PHONOGRAPH RECORDS, SOUNDTRACK RELEASES, VIDEO PROMOS**

Recording Date: _____

Continuation Sheet

RP No. _____

Leader: _____

Artist/Picture: _____

LOCAL UNION NO. ----- CARD NO.	EMPLOYEE'S NAME (As on Social Security Card)			HOME ADDRESS (Give Street, City & State)	SOCIAL SECURITY NUMBER ----- Marital Status & Exemptions	NO. of DBLS.	TOTAL SCALE WAGES ----- CARTAGE	PENSION	H&W WHERE APPLICABLE
	LAST	FIRST	INITIAL (Instrument(s))						
-----			(LDR)				-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----							-----		
-----			(ARR)				-----		
-----			(ORC)				-----		
-----			(COPY)				-----		

Include all music prep. information on this form or a continuation sheet, with copies of invoices attached.

FOR FUND USE ONLY:

TOTAL PENSION CONTRIBUTIONS:	
TOTAL H&W CONTRIBUTIONS:	