

CONTRACT BLANK MUSIC PREPARATION SERVICES ARRANGERS, ORCHESTRATORS, COPYISTS AND ELECTRONIC PROGRAMMERS ASSOCIATED MUSICIANS OF GREATER NEW YORK -Local 802, AMERICAN FEDERATION OF MUSICIANS

**322 West 48th Street, New York, New York 10036
(212) 245-4802**

EMPLOYER AGREEMENT

This contract for the personal services of MUSIC PREPARATION personnel is made this date ____ of year 20 __ between the undersigned employer and ___ member(s) of Local 802 A.F. of M.

The employer agrees to employ the services of the named employee(s) at the rate and under the terms and conditions set forth in this agreement. It is understood that the material supplied hereinunder is for LIVE PERFORMANCE only. Should the services covered by this agreement be used for other than the category listed, it is expressly understood and agreed that the employee(s) shall be paid for such new-use in accordance with the current A.F.M. or Local 802 Trade Agreement applicable, which the Union shall supply upon request, and which are incorporated into this agreement as if fully set forth herein. The substance and intent of the aforesaid paragraph shall be incorporated in all agreements in which the employer shall grant any rights to use any of the music preparation services provided for herein.

THE TERMS AND CONDITIONS OF EMPLOYMENT ARE AS FOLLOWS:

1. Production _____

2. Description of services: _____

3. Rate applied _____

4. Category of use _____

5. \$ _____ shall be deposited in escrow with Local 802, A.F.M.

6. Deposit of \$ _____ shall be paid upon commencement of work; remainder to be paid immediately upon delivery.

AFM & EPF (pension) @ _____% of gross, and MHF (welfare) at _____

All music preparation personnel/employees are covered under the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") and the Local 802 Musicians Health Fund ("MHF"). Accordingly, the employer agrees, when employing music preparation personnel, to be bound by and hereby accepts the terms and conditions of: (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time; (2) the Agreement and Declaration of Trust, date April 22, 1954, establishing the MHF (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trusts"). The employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof; and (3) the contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the AFM-EPF on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPF and the MHF, respectively. Within thirty (30) days following every engagement where it employs music preparation personnel, the check or money orders, together with a completed copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPF and the MHF. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EPF and/or the MHF (including, without limitation, liquidated damages, attorney's fees and court costs).

The employer also agrees to provide all information which the AFM-EPF and MHF may require and to permit the AFM-EPF and/or MHF to conduct (at their own expense) an audit of its payroll and wage records to determine the accuracy of contributions made.

THE TRUST AGREEMENTS ARE AVAILABLE AT THE FUNDS' OFFICES UPON WRITTEN REQUEST FROM THE EMPLOYER.

The employer acknowledges that when he/she performs as a supervisor, soloist or cooperative group member, he/she cannot make contributions to the AFM-EPF or MHF on his/her behalf unless he/she is incorporated and the corporation makes the contribution for his/her services in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF and/or MHF must be submitted with this Agreement, if it has not been previously submitted.

- 7 All materials, reproduction, facilities and transportation/delivery costs shall be paid upon deliver.
- 8 There shall be no delivery of work covered by this agreement without full payment of all monies due.
- 9 All rules and regulations of the Constitution and Bylaws of Local 802 and the A.F.M. shall apply.
- 10 Performance of the above stated duties by the employee(s) under the terms stated herein will be excused in the event of illness, accident, labor dispute or other acts of God or legitimate conditions beyond the control of the employee(s).

The employer shall at all times have complete control over the services rendered by the above-named employee(s); and the employer shall pay him/her/them directly, making all necessary deductions related thereto. The employer, in signing this contract or having it signed by a representative, acknowledges his/her/their authority to do so, assumes liability for the amounts stated herein and for compliance with the law in carrying out the agreement.

In the event of any dispute between employer and employee(s), unless otherwise provided by an applicable Local 802 or American Federation of Musicians Collective Bargaining Agreement, the parties agree to submit it for resolution before the Executive Board of Local 802, in accordance with its rules, subject to appeal only to the Executive Board of the A.F. of M., in accordance to the Federation's Bylaws for a final and binding decision. However, if the union or the employer request arbitration by and under the rules of the American Arbitration Association within thirty (30) days of the date of notice by the union of the employee(s) of the dispute, final and binding arbitration will promptly thereafter be held. The parties shall bear equally the costs of such proceedings.

The parties having reviewed and agreed to the terms stated above, hereby manifest their agreement by their signatures, as follows:

II. DURATION OF THIS AGREEMENT _____ THROUGH _____

Name of the Employer _____

Accepted by employer(s) _____

Address _____

Accepted by employee(s) _____

City _____

Phone _____

Approved by _____

Local 802 A.F.M.