



# AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

## JOINT VENTURE RECORDING AGREEMENT

(NON-SYMPHONIC)

### SUMMARY

The AFM Joint Venture Agreement was created as a result of the adoption of Resolution No. 62 at the 97<sup>th</sup> Convention in June 2007. The Resolution amended the AFM Bylaws (effective September 15<sup>th</sup>, 2007) as follows:

**ARTICLE 15, SECTION 1(b).** Self-produced recordings by a solo performer, band or ensemble are exempt from SRLA signatory requirements provided that the musician(s) are protected by an AFM-approved joint venture agreement which shall be developed by the IEB and EMSD no later than September 30, 2008 and shall be reported back to the Locals under separate communication. This provision shall allow for sales of product outside the member's home Local. An exemption to Local and Federation recording scales, pension, and reporting bylaws shall be granted for recording projects when the following criteria are met:

1. AFM members on the date are self-producing or collaborating in self production, not providing a service for hire, and are in creative control over material and the recording process;
2. there is no employer;
3. the purpose of the recording is to produce a demo to obtain work for live performing and/or the purpose of the recording is to produce a product for sale and the proceeds from sales exclusively benefit band members.

## JOINT VENTURE RECORDING AGREEMENT (NON-SYMPHONIC)

### GUIDELINES

1. The Joint Venture Recording Agreement- Audio or Audiovisual (“JVRA”) must be filed with the Local and must be signed by each of the participating musicians, indicating their respective share/percentage in all royalties from the scale or use of the recordings.
2. Except as otherwise provided below, the recordings produced as a result of this Agreement are exempt from SRLA signatory requirements, Local and Federation recording scales, pension, work dues and reporting bylaws.
3. The JVRA shall contain the name of the group, dates and location of the recordings, as well as song titles and length of each song.
4. In the event that additional AFM musicians are utilized for this project who are not part of the Joint Venture, a signatory to the AFM Single Song Overdub, Limited Pressing, Sound Recording Labor Agreement, or other relevant AFM Agreement is required, and the applicable “B” report form must be filed with the appropriate session payments.
5. In the event that the masters or audiovisual product is picked up for distribution, the appropriate AFM signatory agreement must be utilized and the applicable report form must be filed with appropriate payments.
6. Symphonic Orchestras, Original Cast Recordings, “New Use” Soundtrack albums and Underscoring for Motion Pictures, Film, Videotape or Live Television Productions are excluded from using this Agreement



**AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA JOINT VENTURE RECORDING AGREEMENT- AUDIO OR AUDIOVISUAL**

**(NON-SYMPHONIC)**

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section to be completed by Local Officer

Date: \_\_\_\_\_ Local Officer: \_\_\_\_\_

AFM Local: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City, State/Province: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

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The undersigned participating royalty musicians jointly agree that:

1. the recording referenced herein shall be jointly owned by us collectively and that we will share jointly in the profits and royalties or any other monies generated by the use of the recording as outlined in this Agreement.
2. the purpose of the recording is to produce a demo to obtain work for live performing and/or the purpose of the recording is to produce a record, audio tape, audio CD, digital audio product, or audiovisual product for sale and the proceeds from sales exclusively benefit band members. In the absence of the appropriate and duly executed American Federation of Musicians Signatory Agreement, any and all other uses are prohibited.
3. the recording referenced herein is a self-produced production. As such, it is understood that no scale wages shall be due to the participating royalty musicians, nor shall any fringe benefit (i.e., AFM-EP Fund or H&W Fund) contributions be made on behalf of, or any work dues be paid by, the participating royalty musicians.
4. any Copyright and Intellectual Property Rights created as a result of the recording outlined in this Agreement shall remain the exclusive property of the respective creators.
5. in the event that additional AFM musicians were/are utilized for this recording project who are not part of the Joint Venture, it is agreed that a signatory to the AFM Single Song Overdub, Limited Pressing, Sound Recording Labor Agreement or other relevant AFM Agreement is required, and the applicable "B" report form must be filed with the appropriate session payments, including fringe benefits.
6. in the event the rights to the recording (master) or audiovisual product are sold, leased or in any other manner made available for distribution by any other party, the appropriate American Federation of Musicians Signatory Agreement must be executed and the proper "B" Report Form must be filed and the appropriate payments be made to all contributing musicians together with applicable fringe benefit contributions.

7. we authorize the American Federation of Musicians and the above-named Local to act as our collective bargaining representative with full power to execute and enforce collective bargaining agreements with employers governing the terms and conditions of any new use of the recording as outlined in this Agreement.

8. we shall designate one musician to act as leader for the purpose of communicating with the Local and/or Federation on our behalf. We understand that this designation does not exclude any rights and/or obligations we may have in regards to this Agreement.

9. the Local will retain this signed agreement, make copies available to the undersigned royalty artists and send one copy to the Federation West Coast Office.

10. \_\_\_\_\_  
**Name of Artist/Group**

11. \_\_\_\_\_  
**Name & address of location(s) where recording was made**

12. \_\_\_\_\_ **Date(s) of recording**

13.

_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>	_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>
_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>	_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>
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_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>	_____ <b>Song Title</b>	_____ <b>Length (min:sec)</b>

14. You shall defend, indemnify, and hold the AFM and the Local harmless from and against any and all liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable legal fees and expenses) arising from the breach by you of any of the terms of this Agreement or any of the representation and warranties contained herein, the actual or alleged infringement of any proprietary rights arising out of the reproduction, sale, distribution, or any other use of the recording pursuant to this Agreement.

15. All of the undersigned royalty musicians who participated in the above mentioned recording agree to be jointly responsible for the terms and conditions contained in this Letter of Agreement.

16. Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

_____	_____
<b>Print Name (LEADER)</b>	<b>Print Name</b>
_____	_____
<b>Percentage of Ownership</b>	<b>Percentage of Ownership</b>
_____	_____
<b>Signature</b>	<b>Signature</b>
_____	_____
<b>Street Address</b>	<b>Street Address</b>
_____	_____
<b>City, State/Province, Postal/Zip</b>	<b>City, State/Province, Postal/Zip</b>
_____	_____
<b>Phone</b>	<b>Phone</b>
_____	_____
<b>Email</b>	<b>Email</b>
_____	_____
<b>Print Name</b>	<b>Print Name</b>
_____	_____
<b>Percentage of Ownership</b>	<b>Percentage of Ownership</b>
_____	_____
<b>Signature</b>	<b>Signature</b>
_____	_____
<b>Street Address</b>	<b>Street Address</b>
_____	_____
<b>City, State/Province, Postal/Zip</b>	<b>City, State/Province, Postal/Zip</b>
_____	_____
<b>Phone</b>	<b>Phone</b>
_____	_____
<b>Email</b>	<b>Email</b>

<b>Print Name</b>	<b>Print Name</b>
<b>Percentage of Ownership</b>	<b>Percentage of Ownership</b>
<b>Signature</b>	<b>Signature</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State/Province, Postal/Zip</b>	<b>City, State/Province, Postal/Zip</b>
<b>Phone</b>	<b>Phone</b>
<b>Email</b>	<b>Email</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Percentage of Ownership</b>	<b>Percentage of Ownership</b>
<b>Signature</b>	<b>Signature</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State/Province, Postal/Zip</b>	<b>City, State/Province, Postal/Zip</b>
<b>Phone</b>	<b>Phone</b>
<b>Email</b>	<b>Email</b>