

# **AMERICAN FEDERATION OF MUSICIANS**

## **OF THE UNITED STATES AND CANADA**

### **AFFILIATED WITH THE A.F.L.-C.I.O.**

SOUTH FLORIDA MUSICIANS ASSOCIATION  
AFM LOCAL 655  
404 SE 15 Street  
Fort Lauderdale FL 33316  
(954) 527-4458 • FAX (954) 467-1011

### **LOCAL 655 PERSONAL USE TAPE**

#### **LETTER OF AGREEMENT**

In consideration of the mutual covenants herein contained and of other good and valuable considerations, Local 655 of the American Federation of Musicians, (hereinafter called the "Local Union") agrees with \_\_\_\_\_ (hereinafter called the "Employer/Artist") on the terms and conditions in the paragraphs below. This agreement relates only to the employment of musicians in connection with the making of a single audio or videotape for the purpose of personal study.

By signing below the Employer accepts and acknowledges full responsibility for the tape created hereunder.

1. The contractor and the Local Union shall receive two (2) weeks written notice of the Employer's intent to create or allow the creation of an artist's study tape.
2. A secret ballot, majority vote of the orchestra musicians and approval of the Local Union is required before such tape may be created.
3. Except as provided herein, no compensation shall be required for such tape.
4. Such audio or videotape shall contain only the performance of the above named artist, and shall not contain any other portion of the program in whole or in part.
5. Such tape shall be created at Employer/Artist's expense, and shall not be copied or sold.
6. Not more than ten (10) days after the creation of such tape, the Employer/Artist shall provide the Local Union with a full personnel list of all musicians participating in the service during which the recording was created, the social security number of each musician participating in such service, the repertoire included in the recording, and the date that the recording was created.
7. Such tapes shall not be used in any dismissal, demotion or disciplinary proceeding.
8. The master tape shall be given to a Local 655 representative for viewing / listening upon completion of the service that is taped. Once it is determined that the tape contains only what has been agreed, then the tape will be returned to the Employer/Artist.

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Personal Use Tape

Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national broadcast, phonograph records, promotional spots or commercial announcements, theatrical or commercial exhibition, or background music for any type of sound or film program, the Employer shall obligate itself to enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of 150% prevailing wages and allied fringe benefits outlined therein.

This agreement shall remain in full force and effect as long as any recording made under its terms and conditions exists, notwithstanding termination of this agreement. Further, nothing in this agreement shall in any way set a precedent for future agreements between the Local Union and the Employer.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
LOCAL UNION

By: \_\_\_\_\_  
EMPLOYER

**CERTIFICATION OF COMIPLIANCE**  
**(PERSONAL USE TAPE)**

WE THE UNDERSIGNED REPRESENT THE MUSICIANS OF THE  
\_\_\_\_\_ ORCHESTRA.

BY SIGNING BELOW WE HEREBY CERTIFY THAT A SECRET BALLOT VOTE OF  
THE ORCHESTRA WAS TAKEN, AND THAT A MAJORITY OF ITS MEMBERS HAVE  
VOTED IN FAVOR OF PERMITTING A SINGLE AUDIO (OR) VIDEO TAPE TO BE  
CREATED FOR THE PURPOSE OF PERSONAL STUDY BY

\_\_\_\_\_ PROVIDED THAT ALL TERMS AND  
CONDITIONS OF THE ATTACHED LETTER OF AGREEMENT ARE FULFILLED AND  
UPHELD BY THE EMPLOYER SIGNATORY THERETO.

DATE:

\_\_\_\_\_  
Orchestra Contractor (or) Representative

\_\_\_\_\_  
Authorized Officer, Local A.F.M.