

**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**  
**LOS ANGELES AGREEMENT**  
**(ONE PRODUCTION ONLY)**  
**NON - AIR PRESENTATION/DEMONSTRATION VOCAL PERFORMANCE**

The undersigned Producer acknowledges receipt of notification regarding the establishment of special terms and conditions applicable to the employment of singers to perform in a non-air presentation/demonstration vocal performance (“demo”).

In the interest of promoting stability in the industry and to maintain harmonious relationships with American Federation of Television and Radio Artists and its members, the undersigned Producer hereby becomes party to and agree to abide by and confirm to the terms and conditions of the special terms and conditions for “demo” recordings presently referred to as

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*(Identify Demo Title)*

and that execution of this Agreement does not bind the Producer with respect to any other project, whether previously produced, currently in production or to be produced. Producer is not signatory to either the AFTRA Sound Recordings or Network Television Codes and does not have any agreement for use or distribution of recordings.

The special terms and conditions applicable to a “demo” are set forth below:

**A. Definition**

“Non-air Presentation/Demonstration Vocal Performance (Demo)” refers to:

1. the off-camera recording of a song on speculation for consideration for use in a sound recording or television program
2. the off-camera recording of a song for demonstration or instruction purposes
3. for the purpose of “pitching” songs to prospective royalty artists and/or Labels for recording by royalty artists.

**B. Minimum Compensation:**

The minimum compensation payable to a singer for performance in a demo shall be 50% of the applicable minimum compensation set forth in the American Federation of Television and Radio Artists National Code of Fair Practice for Sound Recordings 2002 –2006 except that:

- Multiple tracking/sweetening may be performed under the Agreement at no additional fee

The applicable minimum compensation as directed herein means all compensations payable for the services including base salary, overtime, and contractor’s fee.

Payment of such compensation grants no rights to the Producer to utilize demo recordings recorded hereunder in any production. In the event that any such demo recording, or portion thereof, is used in any medium for broadcast or distribution beyond the limited purposes outlined in Section A above, Producer shall pay singers an additional 100% of full compensation, including any multi-tracking or sweetening, as provided in the in the collective bargaining agreement covering such medium, and shall thereafter be obligated for the payment of residual compensation and all other payments required under the applicable collective bargaining agreement for exploitation of the material on the same basis as would have been applicable had the demo recording been performed at full terms and conditions of such agreement. The additional payment of 100% due upon such initial use of the demo recording is to be paid in accordance with the terms of the applicable AFTRA collective bargaining agreement.

**C. Notice of Use of Recording**

The Producer or its designee (e.g., subcontracting entity) must provide written notification to the singers and to AFTRA that the recording is being used

**D. Obligation of Performer**

It shall be the obligation of the Performer to file with AFTRA a production memorandum or session report for each individual recording session, which shall give full and specific information with respect to the services rendered by the performers, including length of session, number of demos recorded, and number of overdubs.

**E. Obligation of Producer**

It shall be the obligation of the Producer, upon the licensing or sale of a song recorded hereunder, to obtain from the Buyer/Licensee to whom the song is sold or licensed, a signed assumption agreement whereby such Producer agrees to meet all of the obligations to the performers, to American Federation of Television and Radio Artists and to the American Federation of Television and Radio Artists Health and Retirement Funds required under this Agreement and the applicable AFTRA collective bargaining agreement(s) in the relevant medium. **Producer shall forward a copy of the signed assumption agreement to the AFTRA office within 48 hours of licensing or sale.**

**F. Application of Basic Agreement**

Except as otherwise herein expressly provided, all terms and conditions of the 2002 – 2006 AFTRA National Code of Fair Practice for Sound Recordings, as amended, supplemented or codified shall apply to this Agreement, including the provisions relating to producer’s obligations to make contributions to the AFTRA Health and Retirement Funds.

This amendment to the AFTRA National Code of Fair Practice has been established on an experimental basis and shall terminate on June 30, 2006.

IN WITNESS HEREOF, the parties have each executed this Agreement.

PRODUCER Accepted and Agreed:

AMERICAN FEDERATION OF  
TELEVISION AND RADIO ARTISTS  
Accepted and Agreed

\_\_\_\_\_  
*Producer*

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
*Print Name and Title*

Date \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State and Zip Code*

Date \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_