AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
(HEREIN CALLED "FEDERATION")

CONTRACT

The Philadelphia Musical Society

LOCAL 77, A.F.of M.
Philadelphia, PA 19103

(Form LP-1) FOR LOCAL ENGAGEMENTS ONLY (NOT FOR USE IN CANADA)

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean Local Union No. _____ Of The Federation.

THIS CONTRACT for the personal services of musicians on the engagement described below is made this _____ day of _____, 19 _____, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians.

1. Name and Address of Place of Engagement: _____

   Name of Band or Group: _____

   Number of Musicians: _____ Number of Vocalists: _____

2. Date (s) of Engagement; daily or weekly schedule and daily clock hours:

3. Type of Engagement (specify whether dance, stage show, banquet, etc.): _____

4. Compensation Agreed Upon: $_____
   (Amount and Terms)

5. Purchaser Will Make Payments As Follows: _____
   (Specify when payments are to be made)

(Continued on reverse side)

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Print Purchaser's Full and Correct Name (If Purchaser is Corporation, Full and Correct Corporate Name)	Print Name of Signatory Musician — Home Local Union No.
X _____ Signature of Purchaser (or Agent thereof)	X _____ Signature of Signatory Musician
Street Address	Musician's Home Address
City — State — Zip Code	City — State — Zip Code
Telephone	Telephone

Booking Agent — Agreement No. — Address

Names of All Musicians	Local Union No.	U.S. Social Security Nos.	Direct Pay
			$

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6. No performance on the engagement shall 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 with the Federation relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to the arbitration provisions set forth in 8 below and the Federation may enforce this prohibition in any court of competent jurisdiction.

7. This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician (s)"), and by the agent or agent(s) of each participating musician, including the Local Union. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

8. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the purchaser has chosen the procedures set forth in "B":

A. **(American Arbitration Association)** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those costs personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician (s).

B. **(Local Union)** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with the responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") by any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s) and all rulings and awards made by the IEB on appeal shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

9. A representative of the Local Union shall have access to the place of engagement covered by this contract for purposes of communicating with the musician (s) performing the engagement and the Purchaser.

10. Pension: The engagement described herein is subject to contribution to the American Federation of Musicians' and Employers' Pension Welfare Fund (herein called "Pension Trust Fund") in the amount(s) specified in the bylaws or price list of the Local Union (herein called "Pension Contribution"). The Purchaser is obligated to the Pension Trust Fund for the payment of the Pension Contribution, and upon payment by the Purchaser to the undersigned musician(s) of the compensation set forth in paragraph 4 above, in the manner set forth in paragraph 5 above, the Purchaser's obligation to the Pension Trust Fund shall be satisfied and the Purchaser's liability for the Pension Contribution shall cease. Upon such payment of compensation by the Purchaser to the undersigned musician(s), such musician(s) shall be obligated (jointly and severally) to make the Pension Contribution to the Pension Trust Fund and shall remit the Pension Contribution in such form and manner as may be required by the Board of Trustees of the Pension Trust Fund. The undersigned musician(s) agree to be bound by the Agreement and Declaration of Trust, as amended, pursuant to which the Pension Trust Fund was established and is operated.

11. ADDITIONAL PROVISIONS: _____

Names of All Musicians	Local Union No.	U.S. Social Security Nos.	Direct Pay
			$

(IF ADDITIONAL SPACE IS NEEDED, ADD SEPARATE SHEET (S).)