

**MEDIA AGREEMENT
BETWEEN
LYRIC OPERA OF CHICAGO
AND
AMERICAN GUILD OF MUSICAL ARTISTS, AFL-CIO
July 1, 2015 – June 30, 2018**

The American Guild of Musical Artists, AFL-CIO (“AGMA”) and Lyric Opera of Chicago (“Employer”), which employs Artists under the terms and conditions of a collective bargaining agreement (the “Basic Agreement”), and the Musical Theater Initiative Agreement hereby agree to the following terms and conditions for the creation and distribution of electronic media (the “Media Agreement”).

GENERAL PROVISIONS

- 1) Employer shall not film, broadcast, record or televise from the stage, or any studio or otherwise, any auditions, performances, concerts, or engagements in which the Artist appears by wire, wireless, radio, telephone, wireless processes or any motion picture, recording, mechanical, electrical or telephone device now in use or hereafter developed or any combination of such devices except as provided for in this Media Agreement.
- 2) For any recordings made on or after May 1, 2012, the Media Agreement replaces the following sections of the Basic Agreement and understandings: Section 2.5; Section 4.7, the Archival Audio Recordings Side Letter to the Basic Agreement; the Radio Broadcast Agreement Side Letter to the Basic Agreement; the Multimedia Billboard Side Letter to the Basic Agreement; the Internet Agreement Side Letter to the Basic Agreement; the two Understanding Regarding Archival Audio Recordings and Composer Tapes Side Letters to the Basic Agreement; the Grant-Writing Use of Archival Videos Side Letter to the Basic Agreement. AGMA and Employer agree that the Media Agreement shall be and in all respects is a complete agreement regarding the terms and conditions related to the capture, production and distribution of electronic media. Except as noted in Section 14(f) below, the Media Agreement does not apply to recordings made prior to May 1, 2012.
- 3) Capitalized terms not defined in the Media Agreement shall have the same meaning as the Basic Agreement.
- 4) Employer shall notify Artists of any capture done pursuant to the Media Agreement one (1) week before the capture or as soon as practically possible. In the case of Sections 12)c) (rehearsal capture) and 12)e) (audio and audio-visual recordings of Artists in non-rehearsal, non-performance settings), at least forty-eight (48) hours’ notice shall be given.
- 5) Audio or audio-visual recordings created and/or released pursuant to the Media Agreement shall not be used by Employer to discipline or as evidence in any

disciplinary proceeding that affects the employment status of any Artist covered by the Basic Agreement.

- 6) Audio or audio-visual recordings created and/or released pursuant to the Media Agreement shall not be used by Employer as a substitute for rehearsing Artists. Notwithstanding the foregoing, Employer may so use such recordings in emergencies including a last-minute substitution of a Leading Principal (in which case Employer shall make best efforts to have the Assistant Director present). During a rehearsal called in accordance with the Basic Agreement, Employer may use such recordings as a supplemental rehearsal aid.
- 7) For non-broadcast audio recordings or audio visual recordings, a patch session of up to two hours may be held after a live performance of the production being recorded, and will be paid in fifteen (15) minute increments. For the first thirty (30) minutes, a patch session shall be paid at the Artist’s applicable straight time rate. Patch session time after thirty (30) minutes, shall be paid a time and one-half the Artist’s applicable straight time rate. Alternatively, a rehearsal may be called under all applicable terms and conditions and used as a patch session. Such rehearsal shall be paid in thirty-(30) minute increments.

PAYMENTS

- 8) Artists engaged for a production other than Regular Choristers, Regular Production Staff Members, and Ensemble Members (“Non-Regular Artists”) shall receive a radio payment of:

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Radio payment	\$222.50	\$227.76	\$230.03

Regular Choristers, Regular Production Staff Members, and Ensemble Members shall receive an annual Media Pre-Payment of:

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Media Pre-Payment	\$2,780.00	\$2,797.80	\$2,815.78

Such payment shall be made by the opening night of the fifth (5th) production of the Contract Year or by the start of the Christmas Break, whichever is sooner. Unused Media Pre-Payments may be carried forward by Lyric for use in subsequent Contract Years.

- 9) Overscale shall be paid on all radio payments and all additional media projects as they occur to Artists performing the following roles in a production:

Stage Directors	30%
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Leading Principal	30%
Featured Principal	30%
Supporting	10%
Solo Bit	10%
Chorus Bit	10%
Core Supplementary Chorister	10%

Overscale is not paid with the Media Pre-Payment, but shall be credited or paid as applicable for specific media projects.

For example, a Regular Chorister who performed as a Leading Principal in one production would still receive \$1,000 at the opening of the 5th production. If a DVD were released of that production, and such release required a payment of \$250, then the Chorister would have \$325 [30% overscale on \$250] deducted from his \$1,000 'bank.'

- 10) For audio and audio-visual product created under this Agreement of an opera production all Regular Choristers, Regular Production Staff Members and Ensemble Members shall receive any applicable payments. For all other products, payments shall be made only to those Artists who participate in said product.
- 11) Employer shall make an additional 12% payment on the Radio Payments, or any higher percentage provided to regular members of the Lyric Opera orchestra, to the AGMA Retirement Fund.

Employer shall make an additional 12% payment (or any higher percentage provided to regular members of the Lyric Opera orchestra) on all other media payments for specific media projects as they are paid or credited against the Media Pre-Payment.

Pension payments agreed to herein will be made to the AGMA Health and Retirement Funds not later than the fifteenth (15th) of the month following the month in which payments are due to be made pursuant to the Media Agreement.

Pension payments for revenue sharing shall be made from the revenue share payment rather than in addition to it.

For example, if an Artist is entitled to \$100 in revenue sharing, then he shall receive a payment (or credit) of \$89.29, with the remaining \$10.71 made in the form of a pension payment.

The parties intended to provide contributions to the AGMA Health Fund Plan B to provide health benefits to Artists. Changes in the law resulted in Plan B no longer being offered as a stand-alone health reimbursement plan. Should the law change and once again allow a stand-alone health reimbursement plan such as AGMA Health Fund Plan B, the parties shall meet and agree to reincorporate such a plan into this Agreement.

CAPTURE

12) Without making additional media payments, Employer shall have the right to:

- a) Make audio and audio-visual recordings of all Dress Rehearsals and Performances. Employer shall maintain lists of Artists participating in these services that include each Artist's name, agent, social security number, role, address, telephone number, and email address, and shall share such lists with AGMA;
- b) Make audio-visual recordings of all Piano Run-Throughs if Employer is considering creating an audio-visual product from such production;
- c) Make audio-visual recordings of eight (8) rehearsals per season. Such limitation shall be in addition to other rehearsal captures allowed in this Agreement and shall not apply to captures by third parties.
- d) Make audio-visual recordings of six (6) onstage rehearsals if cameras are limited to the auditorium.
- e) Make audio and audio-visual recordings of Artists in non-rehearsal, non-performance settings. Lyric shall not film Artists while dressing without their consent;
- f) Make studio audio-visual recordings of choreography in rehearsal clothes with piano for archival purposes. Such recordings shall be imprinted with a "Lyric Opera Archival Recording" caption;
- g) Make audio-visual recordings of regional auditions of first year Ensemble Members. Such recordings shall be destroyed within three years;
- h) Make audio-visual recordings of auditions of Principals, Actors or Dancers when the Stage Director or the Choreographer are unable to be present. Such recordings shall be destroyed no later than the first performance of the production;
- i) Make audio-visual recordings of room rehearsals involving only Solo Dancers and/or Corps Dancers provided such recordings are used as a supplemental aid in teaching choreography, not as a substitute for hiring a Choreographer and/or Ballet MSTs. Such recordings shall be destroyed no later than the first (1st) performance of the production. Production Staff Members shall not be required to run the audio-visual camera when recording such dance rehearsals.

HOUSE USES

13) Without making additional media payments, Employer shall have the right to:

- a) Share audio and audio-visual recordings of new works with the composer (with existing restrictions on use). Such recordings shall be imprinted with a “Lyric Opera Archival Recording” caption and shall not be used for commercial purposes, including broadcast by any means (including the internet), sale or promotional distribution. Composer may keep the video recording in perpetuity and may keep the audio recording for up to one (1) year. Employer shall take all reasonable steps, including obtaining a written agreement from the composer, to ensure no use other than that herein permitted;
- b) Include audio and audio-visual product in any multi-media billboard(s) on or adjacent to 20 North Wacker Drive. No employee of Employer covered under a collective bargaining agreement will receive any additional compensation for appearing on the billboard(s). AGMA will be given the opportunity to review the product before it is included on the billboard(s). AGMA shall receive written recognition at the billboard(s);
- c) Broadcast audio product on the Lyric Opera Bridge;
- d) At Employer’s own risk and responsibility, make copies of archival recordings for grant-making organizations in fulfillment of the requirements of a grant application. In each case, prior written notice shall be given to AGMA of the existence of such a copy, the specific content thereof, and the grant-making organization to which it is being submitted.
- e) Place monitors in the opera house, including the Daniel F. and Ada L. Rice Grand Foyer, the lower level lounge, the William B. and Catherine Graham Room, the Malott Room, the Pedersen Room, in the administrative offices, and in the Chorus Lounge to show live performances; provided, however, that it is a closed system with no way of recording such performances;
- f) Create audio-visual products for “internal” presentation, e.g., products to be shown at board meetings, in-house student tours, and similar events. Such products shall include an appropriate AGMA credit;
- g) Make audio or audio-visual product for use in a live performance of Employer so long as such recording is done under applicable rehearsal and/or performance rules with AGMA Artists and does not displace AGMA Artists who would otherwise have been engaged for the production;
- h) Use any media product allowed for any other purpose to be shown on Lyric monitors in any of the monitor locations permitted in e) above. AGMA shall receive an appropriate credit;
- i) Use previously aired radio broadcasts, product displayed on the Billboard(s) and/or previously recorded commercials for which the Artists were paid in the public elevators of 20 North Wacker Drive.

- j) Distribute a CD, DVD, Audio Download or A-V Download as a gift to donors who give more than \$250. There shall be a maximum of 1,000 units distributed except that more may be distributed with permission of AGMA. Each participating Artist shall be entitled to one copy. Such Artist copies shall be in excess of the maximum number of units above. AGMA approval is required for the project, but if AGMA does not respond within 15 business days, approval shall be deemed to have been granted. Distributed units shall be labeled for personal use only, no resale or commercial use.
- k) Establish a donor portal on Employer's website. Only donors who give more than \$250 in the season shall be given access for that season. There shall be a maximum of ninety (90) minutes of unpaid-for material available on the portal at any one time. Material paid for under this Agreement may be posted during its rights period, in addition to the ninety (90) minutes of unpaid material. Full works are permitted on the portal. AGMA approval is required for the project, but if AGMA does not respond within 15 business days, approval shall be deemed to have been granted. Access to the portal shall be password-protected or otherwise access-restricted. No downloads shall be available within the portal.
- l) Up to two times per season, provide subscribers or multi-ticket buyers with a free download (or other perquisite like a maximum two-week period of access to a donor portal) in connection with a targeted marketing program approved by AGMA. For a download in connection with such project, whole arias or scenes may be allowed, but the maximum number of minutes shall not exceed ten (10).

PROMOTIONAL USES

- 14) Employer shall have the right to use captured audio or audio visual material for promotional uses. Promotional uses as set forth in this Agreement means use on television or other media outlets, its own website, in conjunction with its media or other institutional sponsors or partners on their websites, on other internet sites such as YouTube or social media sites like Facebook, in kiosks or monitors at its location or in tourist or other promotional locations, in cell phone or wireless transmission, in streaming emails or on podcasts as long as the segments used for promotional purposes are not themselves being sold. Without making additional media payments, Employer shall have the right to:
- a) Broadcast during its annual fundraising event broadcast by WFMT, the Lyric Operathon, audio excerpts from Lyric Opera productions previously recorded by and broadcast over WFMT. During Lyric Operathon, AGMA and the Artist(s) will be acknowledged and thanked for their contribution. Principals engaged to perform a Leading Role at an individual contract rate of at least two (2) times the minimum compensation per performance set forth above, Regular Choristers and Ensemble Members then under contract with Employer may perform live as part of the broadcast.

- b) Use up to ten (10) minutes of audio or audio-visual recordings from any work for news or “magazine program” broadcasts. Up to ten (10) minutes of related audio or audio-visual recordings may be provided to the broadcaster for posting on its website in connection with the broadcast. AGMA shall not unreasonably deny a waiver request for additional time.
 - c) Use up to fifteen (15) minutes of audio or audio-visual recordings for promotional purposes provided that the fifteen (15) minutes consists of non-consecutive segments no one of which is longer than five (5) minutes. Employer may use this option for promotional purposes as long as the segments used for promotional purposes are not themselves being sold. The five (5) minute and fifteen (15) minute limits shall apply separately to each promotional product. Employer will take reasonable steps to utilize available Digital Rights Management systems to prevent unauthorized use. This option shall not be used for television or radio broadcast.
 - d) Use up to three (3) minutes of audio-visual product for use in a clip, compilation or documentary program so long as AGMA receives appropriate credit. Employer may use up to thirty (30) minutes of audio-visual product for use in a clip, compilation or documentary program, upon payment to each Artist (or a deduction from the Artist’s Media Pre-Payment Bank) at the National public television Standard Rate rates set forth in 19(d). A “clip, compilation or documentary program” shall be defined as a program created from new and/or existing A-V product extracted from one or more other programs for the purpose of including that material in a new product that is primarily informational.
 - e) Not more than six (6) times per season, Employer may use up to fifteen (15) minutes of continuous captured content for promotional purposes provided that each fifteen-minute segment shall be from a different work and the Employer does not provide media payments to anyone else.
 - f) Archival materials pre-dating May 1, 2012 may be used for news or promotion in accordance with the provisions of a), b) c), d) and e) above with the approval of AGMA. If AGMA does not respond within 15 business days, approval shall be deemed to have been granted.
- 15) Employer may record and use audio or audio-visual interviews/activities of Artists in which Artists perform (Volunteer Promotional Recordings) without additional compensation subject to the following restrictions:
- a) Artist participation shall be voluntary. Artists shall not be required to record Volunteer Promotional Recordings but may provide them on a voluntary basis. Artists may accept or decline to volunteer without prejudice to their status with the Employer, and Volunteer Promotion Recordings shall not be used in discipline or tenure decisions.

Employer will provide the AGMA Delegates with the names of the Artist(s) participating in Volunteer Promotional Recordings.

- b) Volunteer Promotional Recordings are products produced by the Employer for the purpose of news and promotion. They may be distributed on the internet, on the Employer's own website, on television news and news magazine programs, or on other media outlets by Employer or by third parties
- c) Recording of Volunteer Promotional Recordings shall be done at a time and place agreed upon by Artist and Employer. The maximum length of recording of performed music shall not exceed forty-five (45) minutes. The maximum length of the resulting product shall not contain more than fifteen (15) minutes of performed music. Employer shall have the right to use the recording for two (2) years from the date of posting.
- d) The Volunteer Promotional Recording shall be approved by the Artist. Employer shall take down a Volunteer Promotional Recording from its web site or any site or platform that it controls upon the request of any Artist performing on the Volunteer Promotional Recording.

COMMERCIALS

16) Original television commercials may be produced under the following terms:

- a) Employer shall engage such Artists as it deems necessary to produce the commercial.
- b) If any Artist is engaged, a Stage Manager shall also be engaged.
- c) Artists who are selected to work on a commercial shall be paid twenty percent (20%) per day of their applicable weekly rate for each day worked.
- d) Artists shall be engaged for contiguous days with a two-day minimum.
- e) Artists appearing in the commercial shall be engaged for one additional day for a costume fitting, which day need not be contiguous.
- f) Employer will follow normal rehearsal rules for all work during the commercial production period, except that on the commercial production day there will be only one (1) hour for dressing/undressing.
- g) If the location of the commercial is within four (4) blocks of the Lyric Opera House, Employer will not be obliged to provide transportation to the production location or per diem. If the location of the commercial production is farther than four (4) blocks from the Lyric Opera House, then Employer either (i) will provide transportation to

the production site and the travel time will be considered work time; or (ii) the commercial production will be treated as a run-out, and Employer will pay per diem.

- h) The commercial will be aired only in the Chicago market, which may include both PBS and commercial television stations. Employer may license the commercial. For each license, all Artists who participated in the commercial shall receive a royalty payment equal to fifteen percent (15%) of the Media Pre-Payment in effect at the time of the first airing associated with said license irrespective of whether or not they received additional compensation for the making of the commercial.
- i) Artists appearing in the commercial shall be cast from those contracted to perform in the production if possible.
- j) Additional payments (except the licensing fee) shall not be due if an Artist is on contract at the time the commercial is produced.

AUDIO BROADCASTS

17) In consideration of the Media Pre-Payment and Radio Payment Employer shall have the right to:

- a) Make or license unlimited broadcast of audio products of the eight (8) annual productions on commercial over-the-air radio, non-commercial, over-the-air radio, satellite radio, internet radio and all other wired or wireless broadcast formats for three (3) years. Broadcast rights include:
 - i) Simultaneous streaming of the broadcast and archiving for on-demand streaming for the duration of the license period; and
 - ii) Internet streaming, wireless delivery, Internet2 programming, podcasts and any other audio formats currently in use or yet to be developed without restriction.

For each production broadcast, an amount equal to the radio payment for Non-Regular Artists engaged for a production shall be charged against the accumulated media payment of each Regular Chorister, Regular Production Staff Member and Ensemble Member or, to the extent that insufficient funds remain, shall be paid in accordance with this Media Side Letter.

- b) Broadcast via radio the Millennium Park Concert or another designated concert under the same terms applicable to the eight (8) annual operas with no additional charges or payments if admission to the concert is offered to the public without any charge. In the event that Employer charges a ticket price, AGMA shall consider any request for a waiver to allow such streaming at no additional cost.
- c) Broadcast via radio concerts under the same terms as the eight (8) operas if Employer pays an amount equal to the radio payment for Non-Regular Artists

engaged for a production per concert broadcast to: (a) every AGMA Artist engaged for the production (Artists as defined in Section 1.1 of the Basic Agreement); (b) every Regular Chorister if at least one Chorister participates in the concert as a Chorister; (c) every Regular Production Staff Member if at least one Production Staff Member participates in the concert; and (d) every Ensemble Member if at least one Ensemble Member participates in the concert.

- d) Optionally broadcast via radio one (1) performance of a ninth (9th) or subsequent operas under the same terms as the eight (8) operas if Employer pays all Artists in accordance with paragraph b) above an amount equal to the radio payment for Non-Regular Artists engaged for a production for each additional production broadcast.
- e) Optionally broadcast via radio one (1) performance of the Musical Theater Initiative under the same terms as the eight (8) operas if Employer pays all Artists engaged for the production an amount equal to the radio payment for Non-Regular Artists engaged for a production for each additional production broadcast.
- f) Make one performance available for forty-five (45) days on its website for on-demand streaming. AGMA approval is required for the project, but if AGMA does not respond within 15 business days approval shall be deemed to have been granted.
- g) Stream one production per season if admission at the streaming site is offered to the public without any charge;

NON-BROADCAST AUDIO PRODUCTS

18) Employer may, without additional payment, produce a total of 600 minutes of non-broadcast, audio product (e.g., CDs and audio downloads) each Contract Year subject to the following restrictions:

- a) The 600 minutes of product allowed under this provision may be banked and produced at any time during the term of this Agreement.
- b) Additional audio product may be made with a payment of \$128.86 upon release for each additional 300 minutes, as follows:

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Additional payment	\$128.86	\$128.86	\$128.86

- c) However, Employer shall pay every AGMA Artist engaged for the production (Artists as defined in Section 1.1 of the Basic Agreement) who has not otherwise received the Media Pre-payment for the Contract Year, an audio payment in the

amount set forth in paragraph b) for each non-broadcast audio product (e.g. CDs and audio downloads) upon release of the product.

AUDIO-VISUAL PRODUCTS

19) National and foreign television programs and non-Employer-controlled DVDs, theatrical releases, streaming, downloading and all other non-television audio-visual products may be produced under the following terms:

- a) For DVDs, theatrical releases, streaming, downloading and all other non-television audio-visual products “Employer controlled” shall mean that Employer retains the media rights to the product or such rights revert to Employer at the end of the licensing period.
- b) Per minute rates shall be paid in five-minute increments.
- c) Per-Minute Rate Television When There Have Been One or Two Audio-Visual Captures: There shall be applicable per-minute rates for “Live” Television, defined as a television program involving no more than two audio-visual captures. The applicable per-minute rates shall be:

<u>One or Two Captures</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
National public television Standard Rate (payment of this rate entitles the Employer to license for three (3) years of unlimited broadcast on national public television, national non-standard and non-standard worldwide foreign television)	\$5.68	5.68	5.68
Non-Standard (Cable) Television (60% of standard rate)	\$3.41	3.41	3.41
Unlimited Foreign Countries (4 or more) (65% of standard rate)	\$3.69	3.69	3.69
Three (3) Foreign Countries (55% of standard rate)	\$3.12	3.12	3.12

Two (2) Foreign Countries (45% of standard rate)	\$2.55	2.55	2.55
One (1) Foreign Country (35% of standard rate)	\$1.99	1.99	1.99
One (1) Broadcast Option (81.5% of applicable per-minute rate)			

d) Per-Minute Rate for “Multi-capture” Television: There shall be applicable per-minute rates for “Multi-Capture” Television, defined as a television program involving three (3) or more audio-visual captures.

Three or More Captures	2015/16	2016/17	2017/18
National public television Standard Rate (payment of this rate entitles Employer to license for three (3) years of unlimited broadcast on national public television, national non-standard and non-standard worldwide foreign television)	\$6.79	6.79	6.79
Non-Standard (Cable) Television (60% of standard rate)	\$4.07	4.07	4.07
Unlimited Foreign Countries (4 or more) (65% of standard rate)	\$4.41	4.41	4.41
Three (3) Foreign Countries (55% of standard rate)	\$3.73	3.73	3.73
Two (2) Foreign Countries (45% of standard rate)	\$3.06	3.06	3.06
One (1) Foreign Country (35% of standard rate)	\$2.38	2.38	2.38
One (1) Broadcast Option (81.5% of applicable per-minute rate)			

- e) The applicable per-minute rate shall apply for the first two (2) hours of program, and thereafter shall be paid at 75% of the applicable rate.
- f) Employer shall have the right to make unlimited broadcast for three (3) years in the applicable markets.
- g) Employer may license the program for subsequent three-year broadcast periods upon payment to Artists of 25% of the original rate.
- h) Payment of the one broadcast option rate (81.5% of the applicable per-minute rate) entitles Employer to license the program for one broadcast (unlimited plays for one week) on PBS, cable and/or foreign television.
- i) If Employer has not made a national television program within the last ten (10) years, it shall be entitled to make a national television program upon payment of 25% of the then applicable per-minute rates but no less than the percentage paid to the Orchestra.
- j) Employer may release the same product in different formats under this subsection for a single payment.
- k) Definitions:
 - i) Standard Television: Standard (free) television shall mean the remote transmission of video and audio signals comprising a schedule of programming intended for and capable of reception on one or more channels of television receivers utilized by the ultimate consumer for viewing such video and audio signals, which transmissions originate from outside the place (or distant from the location of portable television receivers) where such television receivers are located and which video and audio signals are transmitted by means of over-the air VHF or UHF transmissions, satellite, cable or any other transmission means known or hereafter devised without a charge being made to the viewer by the telecaster for the right to receive and view such transmission.
 - ii) National Public Television: Standard television on a public television network.
 - iii) Commercial Television: Standard television on a commercial network. "Olympics-type programs" and programs broadcast on commercial television are not covered by this Agreement.
 - iv) Non-Standard Television: Non-Standard Television shall be defined as all forms of television exhibition other than Standard Television, whether now testing or developed in the future and however transmitted or delivered, including broadcast, satellite, and terrestrial microwave transmission, cassette and disc transmission, coaxial cable transmission, and Internet transmission.

Non-Standard Television shall include, but not be limited to all transmissions on: basic cable and pay cable; over-the-air “pay” subscription television (STV) (except during such portions of the day, if any, as is broadcast on a free basis, as Standard Television), direct broadcast satellite (DBS), master antenna (MATV), multipoint distribution system (MDS), small antenna television system (SMATV); and transmissions via Non-Standard Television delivery systems to closed-circuit television systems such as hotel, motel or hospital rooms, educational institutions and military locations. Non-Standard Television transmission shall include all of the foregoing whether such transmission is on a subscription, pay-per-view, license, rental, sale, free or other basis. Non-Standard Television shall also include so-called “drop in” and “low power” VHF or UHF stations or VHF “limited facility” stations if these are not available to the viewer without charge.

20) Regional television programs may be produced under the following terms:

- a) Artists shall be paid \$37.13 per hour with a two-hour minimum.
- b) Payment of the above rate entitles Employer to license the program for unlimited broadcast for three (3) years on regional television.
- c) Employer may license the program for subsequent three-year broadcast periods upon payment to Artists of 25% of the original rate.
- d) Regional television shall be defined as the transmission or exhibition of audio-visual product emanating and/or broadcast from within the geographical boundaries of Employer’s Designated Market Area (DMA) as defined by the Nielsen Company and expanded either: (1) statewide in Employer’s home state; or (2) to include the DMAs contiguous to Employer’s DMA.
- e) Employer may release the same product in different formats under this subsection for a single payment.

21) Employer-controlled audio-visual internet or wireless streaming may be produced under the following terms:

a) Up-front payments shall be as follows:

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1-Performance Capture *	\$103.09	\$103.09	\$103.09
1-Performance Capture **	\$128.86	\$128.86	\$128.86
2-Performance Capture	\$154.63	\$154.63	\$154.63

3+ Performance Capture \$206.17 \$206.17 \$206.17

* For a product provided to the public with no charge to the public. No more than three (3) broadcasts may be done at this rate per Contract Year.

** For any 1-capture product not payable under (*) above.

- b) Thirty (30) minutes or less of a performance may be streamed under these provisions for 25% of the applicable rate.
- c) Sixty (60) minutes or less of a performance may be streamed under these provisions for 50% of the applicable rate.
- d) Employer shall have the right to engage in unlimited streaming or to license the program for unlimited streaming by a third party, for three (3) years.
- e) Employer may release the same product in different formats under this subsection for a single payment.

22) Employer-controlled DVDs, downloads, theatrical releases and all other non-television audio-visual products may be produced under the following terms:

a) Up-front payments shall be as follows:

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1-Performance Capture for Theatrical Release	\$128.86	\$128.86	\$128.86
1-Performance Capture for Non-Theatrical Release and 2-Performance Capture	\$206.17	\$206.17	\$206.17
3-Performance Capture	\$283.49	\$283.49	\$283.49

- b) Employer shall have the right to engage in unlimited sale of these products in perpetuity. Licensing is permitted but license periods shall not exceed seven (7) years (or ten (10) years with the permission of AGMA).
- c) Employer may release the same product in different formats under this subsection for a single payment.

23) Educational audio-visual releases may be made under the following terms:

- a) Product is made for Pre-K through 12 classroom-based uses, via closed-circuit, internet with password protected entry, Internet2 or other technologies designed

to protect the work for classroom educational use. The provision of a physical DVD marked “not for sale” is also permitted.

b) Capture is limited to one or two performances.

c) Up-front payments shall be:

<u>Program Length</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
Up to 45 minutes	\$51.54	\$51.54	\$51.54
Up to 60 minutes	\$64.43	\$64.43	\$64.43
Up to 90 minutes	\$77.31	\$77.31	\$77.31

d) Notwithstanding the rates set forth in c) above, for no more than two separate projects during the term of this Agreement, the Employer may elect the following modified rate structures: no up-front payment for a program of forty-five (45) minutes or less, or an up-front payment of \$51.54 for a program of more than forty-five (45) minutes. The allowable distribution period for such programs shall be seven (7) years.

24) Any product initially paid and released under Sections 19), 20), 21), 22) or 23) above may be released under any other of those sections so long as a step-up payment is made if necessary so that an Artist receives in total no less than the highest applicable payment for any one product. Licensing periods, where limited, shall run independently for each release.

REVENUE SHARING

25) All media projects created and exploited pursuant to Sections 19) through 24) of this Agreement shall be subject to revenue participation.

a) If Employer has a revenue sharing agreement with one or more other bargaining units, the Artists’ revenue participation shall be the greater of 22% or the difference between 44% and the percentage share of all other bargaining units; otherwise, it shall be 44% of net earned revenue to Employer.

b) Net earned revenue to Employer shall be Employer’s gross receipts from exploitation of the project on all platforms, minus the allowable direct costs actually paid by Employer for the project. When a recording made pursuant to this Agreement is broadcast on radio or television, sold on CDs or DVDs, sold via audio or audio-visual downloads, exploited by other means on the Internet, shown in theaters, or exploited in any other way, the gross receipts to Employer from the project will include any and all revenue from all such exploitation including license fees, sales, royalties, theatrical release ticket sales, shares of advertising, subscription or other revenue or any other receipts.

- c) Allowable direct costs shall include the costs of payments to any union members specifically for the media project (not for the live performance), payments to conductors specifically for the media project (not for the live performance), production, marketing, distribution, and similar costs actually paid by Employer. Allowable direct costs shall not include overhead, allocated staff costs or similar costs to Employer. Allowable direct costs shall be determined by AGMA and Employer jointly.
- d) There shall be no cross-collateralization among projects.
- e) The Artists' revenue participation shall be divided evenly among the Artists paid for the project.
- f) All revenue participation payments shall be inclusive of a twelve percent (12%) contribution to the AGMA Retirement Fund. Thus, 89.29% of revenue participation payments shall be treated as wages, and the remaining 10.71% shall be contributed into the fund on behalf of each Artist.
- g) AGMA shall review revenue reports and shall meet and confer regarding any issues that arise with regard to revenue participation.

26) Revenue Participation Accounting.

- a) Employer shall calculate the Revenue Participation payments due under Section 25)a) above for each twelve (12)-month period from September 1 to the following August 31 ("Accounting Year") for which it has gross receipts as described above. The calculation shall be reported on a statement provided to each Artist and AGMA. The payments and the statement shall be due by November 30 immediately following the Accounting Year.
- b) For single projects, the statement shall specify the gross receipts to Employer from each platform or source for each project, the allowable direct cost deductions for each project, the net earned revenue to Employer for each project, the calculation of the Artist's share of the net earned revenue for the project, the number of Artists entitled to Revenue Participation for the project, and the calculation of the individual Artist share for the project.
- c) Revenue Participation payments shall be due to an Artist during his or her lifetime. After the Artist's death, Revenue Participation payments shall be due to the Artist's beneficiary for the life of the beneficiary. After the death of the beneficiary, the Artist's individual share shall revert to the Artists' share of the net earned revenue to be divided by the remaining Artists. "Beneficiary" shall mean the individual designated by the Artist to receive the Artist's benefits in the event of the Artist's death.

- d) If the Revenue Participation payment due to any Artist on November 30 for all projects is less than ten dollars (\$10.00), Employer may carry that Artist’s payment forward to successive Accounting Years until the accumulated Revenue Participation payment due that Artist is equal to or greater than ten dollars (\$10.00).

27) Right to Examine Books.

- a) If Employer fails to provide the revenue statement required above within sixty (60) days of the due date, AGMA (or its designated accounting firm) shall have the right to examine sections of Employer’s books and records related to gross receipts, costs and net earned revenue for the specific project.
- b) At any time within three (3) years after a revenue statement is provided, AGMA (or its designated accounting firm) shall have the right to examine Employer’s books and records related to gross receipts, costs and net earned revenue.
- c) Such examinations shall be at Employer’s expense. They shall be made during Employer’s usual business hours at the location where Employer maintains the books and records.
- d) AGMA acknowledges that Employer’s gross receipts, costs and net earned revenue constitute confidential trade information, and shall not communicate such information to others or use that information other than in pursuit of the enforcement of this Agreement.

TERM

28) The term of the Media Agreement shall be concurrent with the Basic Agreement.

AGREED:

Lyric Opera of Chicago

American Guild of Musical Artists

Date: _____

LETTER OF AGREEMENT WITH RYAN OPERA CENTER

- 1) Employer may produce a Broadcast Recital Series to feature its Ryan Opera Center Ensemble under the following terms:
 - a) Employer may broadcast nine, one-hour programs twice on WFMT 98.7 FM two times within one month and may do three repeat one-hour broadcasts made up of excerpts, in whole or in part, of the above nine programs, each to be broadcast on WFMT 98.7 FM two times within one month.
 - b) The nine one-hour programs will be available for on-demand streaming (non-revenue generating) on the WFMT and Lyric Opera web sites from the date of broadcast through September of the next calendar year.
 - c) The Ryan Opera Center shall own all rights, title and interest including, without limitation, copyright in and to the Broadcast Recital Series. The Broadcast Recital Series shall primarily feature current Ryan Opera Center Ensemble members, and some may perform on more than one program; on occasion, a Ryan Opera Center alumna/alumnus and/or guest artist may be invited to participate, in which case s/he will be issued a standard AGMA artist's contract, with the ROC-AGMA Leading minimum weekly rate as the basis for his/her fee, pro-rated if applicable.
 - d) Participating Artists shall be given a CD copy of the recital recording for their personal use.
 - e) Employer may share a CD copy of the recital with Ryan Opera Center board members and donors of at least \$10,000.
 - f) Each Ryan Opera Center Ensemble member or alumna/alumnus who performs in the Broadcast Recital Series shall be compensated an amount equal to the previous Rising Stars radio broadcast fee (but not less than the base remuneration received by members of the AFM, if applicable).
 - g) Employer may make an audio-visual recording of each recital taping session. Participating Artists shall receive a copy of such recording for their personal use. In addition, Employer may post clips not to exceed five (5) minutes on Employer's web site. AGMA shall receive an appropriate credit.
- 2) Employer may broadcast the Rising Stars Concert live on 98.7 WFMT with simultaneous live streaming of the Concert at www.wfmt.com or have a one-time delayed broadcast on 98.7 WFMT with simultaneous delayed streaming at www.wfmt.com. A 'scratch tape' may be made of the orchestra rehearsals prior to broadcast. Each AGMA member engaged for the Concert (including all Ensemble Artists participating in the Concert) shall be compensated \$132.38 (but not less than the base remuneration received by members of the AFM).

AGREED:

Lyric Opera of Chicago

American Guild of Musical Artists

Date: _____