

**BASIC AGREEMENT
FOR CONCERT SINGERS
SINGLE ENGAGEMENTS
September 1, 2022 - August 31, 2025
BETWEEN
AMERICAN GUILD OF MUSICAL ARTISTS
AND
MUSICA SACRA**

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STANDARD CONCERT SINGERS BASIC AGREEMENT

AGREEMENT made, executed and delivered in the City, County and State of New York this September 1 of 2022, by and between the AMERICAN GUILD OF MUSICAL ARTISTS, INC., (hereinafter referred to as "AGMA") a membership corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 305 7th Avenue, New York, New York 10001, and Musica Sacra having its principal place of business at, P.O. Box 974, Lenox Hill Station, New York 10021 (hereinafter referred to as "EMPLOYER").

W I T N E S S E T H:

In consideration of the mutual agreements herein contained, the parties agree as follows:

SECTION I - DEFINITIONS

1. DEFINITIONS

Whenever used in this Agreement, unless otherwise provided:

(a) CITY OF ORIGINATION - the term "city of origination" shall mean the city of New York.

(b) CHORISTER - the term "Chorister" used in Section III of this Agreement relating to single engagements, describes an ARTIST who sings only as a member of the chorus.

(c) ENSEMBLE SOLOIST - the term "ENSEMBLE SOLOIST" shall describe an artist who, in addition to singing as a member of the chorus, agrees to sing solo lines. Ensemble Soloist shall also include an Artist who is the only singer on a choral part for at least four measures. EMPLOYER will make Ensemble Soloist offers by the first rehearsal or as soon as possible thereafter.

An Ensemble Soloist who performs one (1) note through twenty-four (24) measures, to be computed cumulatively throughout the program, shall be compensated at the rate stated in Paragraph 27(a). An Ensemble Soloist who performs twenty-five (25) measures or more through one (1) song or aria, with or without accompanying recitative, shall be compensated at the rate stated in Paragraph 27(a). An Ensemble Soloist shall be compensated for each additional song or aria, with or without accompanying recitative, at the rate stated in Paragraph 27(a).

The foregoing notwithstanding, if the conductor wishes to convert a choral work to concertato style this can be done no later than the first rehearsal.

(d) CONTRACTOR - the Contractor as "Contractor" is the agent of the EMPLOYER. The Contractor may or may not be a singer in the Chorus.

SECTION II - GENERAL

2. EMPLOYEES COVERED

(a) The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for soloists, choristers, dancers, narrators, all hereinafter referred to collectively as "ARTISTS", employed by the EMPLOYER. The EMPLOYER agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

(b) Employer shall not utilize non-professional choristers and ensemble soloists, with the exception of non- professional choristers, who are not on stage, singing in the chorales in J.S. Bach's Passions, and children's chorus as expressly indicated in a score by the composer or in J.S. Bach's *St. Matthew Passion*, and, other than these exceptions, shall engage CHORISTERS under and subject to the provisions of this Agreement.

3. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this agreement shall apply to and inure to the benefit of all ARTISTS employed or otherwise engaged by the EMPLOYER, directly or indirectly, or through agents or independent contractors, notwithstanding anything herein to the contrary. Whenever there shall be used in this agreement any phrase of a more restricted meaning, such as, for example, "ARTISTS employed by the EMPLOYER" such phrase shall be deemed to mean "ALL ARTISTS employed or otherwise engaged by the EMPLOYER, directly or indirectly, or through agents or independent contractors".

4. PARTIES BOUND BY THE AGREEMENT

This Agreement shall be known as the "Basic Agreement" and shall be binding upon and shall inure to the benefit of the signatories hereto and all parties who by reason of merger, consolidation, reorganization, sales assignments, transfer, or the like shall succeed to or be entitled to a substantial part of the business of any signatory.

5. MEMBERSHIP IN AGMA

(a) The EMPLOYER shall employ and maintain in its employment only such persons covered by this AGREEMENT who are members of AGMA in good standing or shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this AGREEMENT, whichever is the later, and thereafter maintain such membership in good standing as a condition of employment.

(b) Nothing contained within this Agreement or the Individual Employment Contracts in any way shall abrogate the artistic prerogatives of the management, which shall be the sole judge and arbiter of any and all artistic matters.

(c) AGMA acknowledges the right of the EMPLOYER to manage the Company.

6. DEDUCTIONS

(a) The EMPLOYER shall deduct all Social Security, Withholding Taxes, Disability Insurance and other Taxes, required by law, to be paid by the EMPLOYER for Employees. (All ARTISTS

engaged by the EMPLOYER covered by this BASIC AGREEMENT are considered Employees within the meaning of the law.)

(b) The EMPLOYER agrees that it will deduct ("Check-Off") from the gross compensation earned and to be earned by each ARTIST covered under this Agreement, for whom there shall be filed with the EMPLOYER a written assignment in accordance with Section 302 of the Labor Management Relations Act, 1947, the applicable "Working Dues" as prescribed by AGMA. For purpose of such deduction, travel expenses, meal money, per diem (to the extent provided for in this Agreement) and any compensation earned under the jurisdiction of any union other than AGMA shall not be considered a part of the "gross compensation" and shall not be subject to such deduction. The EMPLOYER shall commence making such deductions with the first wage payment to be made to such ARTIST following the date of the filing of their said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such ARTIST during the effective term of said written assignment.

No less than ten (10) business days prior to the check distribution date (the date of distribution of salary checks to the ARTISTS for each engagement), EMPLOYER shall furnish to AGMA a written payroll sheet listing the singers' names and social security numbers, the contract number, and the approximate gross pay to each singer for the engagement.

No later than one (1) week after the end of each engagement, the EMPLOYER shall remit to AGMA, by check drawn to the order of the American Guild of Musical Artists, or by ACH or wire transfer, the total amount of all deductions made during the said period for all such ARTISTS.

The EMPLOYER agrees that a special written assignment in the following form, which may be contained in the ARTIST's individual contract with the EMPLOYER, will be acceptable for the purpose of this Paragraph:

"The actual compensation of the ARTIST shall be set forth herein, and there shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from the ARTIST's compensation except such taxes or withholdings as are required by statute, and except further that the ARTIST hereby assigns to AGMA from any compensation to be earned in connection with this Contract such amounts for dues, initiation fee, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from the ARTIST's compensation and the remission of same to AGMA. This assignment, authorization, and direction covers all compensation earned as a result of employment under this Contract (regardless of how characterized or when paid). This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless the ARTIST revokes it by giving written notice to the EMPLOYER and AGMA not more than 30 days and not less than 15 days prior to the expiration of each successive one-year period or of each successive Collective Bargaining Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt."

7. UNION RIGHTS

AGMA may represent its member in any dispute which may arise with the EMPLOYER. The EMPLOYER agrees that it will not discriminate against any AGMA member in compensation, performances, engagements or in its general relationship with any member, because of any such

member's activities on behalf of AGMA. The EMPLOYER shall not dismiss or otherwise penalize any ARTIST for fulfilling duties or obligations as a delegate or as an AGMA member. Any AGMA delegate or member who claims that the EMPLOYER has given him/her notice, or otherwise penalized or discriminated against him/her for fulfilling duties, either as a delegate or as an AGMA member, may present ARTIST's case to AGMA which shall give the EMPLOYER an opportunity to be heard if ARTIST desires to avail himself/herself of the opportunity. If AGMA is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the ARTIST's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted. If the member's claim is sustained, ARTIST shall be reinstated with back pay from the date of dismissal to date of reinstatement plus any penalty which the arbitrators shall deem appropriate in the circumstances.

8. DIVERSITY, EQUITY, AND INCLUSION

(a) Musica Sacra is committed to cultivating and sustaining an organization that is equitable, fair, and inclusive in artistic expression and organizational behavior, policy, and practice. Musica Sacra agrees to work with AGMA to implement policies, complaint procedures, training, and hiring practices that shift workplace culture, advance equity, and create safe workspaces for traditionally excluded or marginalized artists.

(a)(b) The EMPLOYER agrees that it will not discriminate against any ARTIST because of race, color, creed, sex, age, national origin, disability, marital status, pregnancy, gender identity/expression, or sexual orientation.

(a) Musica Sacra will provide mandatory anti-racism and anti-harassment training on paid time on at least an annual basis to all Musica Sacra Artists. Prior to the first day of rehearsal of each production, Musica Sacra will provide a copy of its anti-racism/anti-harassment policy to every AGMA Artist, including Musica Sacra's process for reporting a violation of Musica Sacra's policies and/or mistreatment based on a protected characteristic, which includes maintaining the confidentiality of such complaints, consistent with conducting a thorough investigation.

(a)(b) No ARTIST shall be required to appear in any theater or place of performance where discrimination is practiced, because of race, color, creed, sex, age, national origin, disability, or sexual orientation, against any (1) ARTIST or (2) Patron as to admission or seating arrangements.

8.9. COVID-19

(a) At least 30 days prior to each production, the Parties shall negotiate and agree upon any COVID-19 safety protocols to be followed for rehearsals and performances for the production (including but not limited to cleaning, room ventilation, length of time in one space to allow for proper ventilation, screening, testing, masks and personal protective equipment, temperature checks and health questionnaires, appropriate spacing). Such safety protocols shall be reviewed by AGMA's panel of medical experts and communicated to the Parties with adequate time prior to implementation.

(b) The Parties agree to continually re-evaluate and discuss the propriety of all safety protocols based on available information, medical recommendations, and the severity of presence of COVID-19 in and around New York City, New York.

(c) To the extent in conflict, the requirements of the COVID-19 safety protocols shall override CBA terms.

9.10. SECURITY DEPOSIT

(a) At least one (1) week before the commencement of any rehearsal, engagement or series of engagements or at least one (1) week before the ARTIST commences to travel in pursuance of any engagements, or series of engagements, whichever is earlier, the Employer shall deposit with AGMA, at 305 7th Avenue, New York, N.Y. 10001, as a security deposit, not less than full compensation for all ARTISTS engaged by the EMPLOYER for said engagement or series of engagements, unless the EMPLOYER utilizes the method set forth in Paragraph 8(e).

(b) This security deposit shall represent a guarantee by the EMPLOYER that it will faithfully fulfill its obligations under the terms of this Basic Agreement or under the terms of any agreement entered into in writing between the EMPLOYER and any ARTIST.

(c) AGMA agrees to return such security deposit two (2) weeks after notice by the EMPLOYER to AGMA that any engagement or series of engagements has been terminated and that every ARTIST has been returned to the city of origination, less an amount equivalent to any claims filed or any arbitration instituted as provided in this Basic Agreement.

(d) The EMPLOYER agrees that AGMA shall have the right to use the funds in the security deposit account without any requirement of consent by the EMPLOYER to fulfill any obligation of the EMPLOYER for failure to pay such compensation due under the individual ARTIST's contracts or in order to return ARTISTS to the city of origination where such transportation has not been furnished by the EMPLOYER.

(e) In lieu of the security deposit described above, the EMPLOYER shall, no less than two days prior to the first performance of any production (whether a single engagement or otherwise) deliver or cause to be delivered to AGMA a payroll spreadsheet showing all ARTISTS by name with gross pay, deductions, and net pay for each ARTIST, together with a notice from its bank and/or entity responsible for dispensing EMPLOYER'S payroll, showing that sufficient funds are available to pay each such ARTIST all amounts due. Notice to AGMA shall be by fax or mail so long as receipt is timely. In the event that the EMPLOYER fails to strictly comply with the requirements set forth in this paragraph, EMPLOYER shall be in breach of the ARTISTS' contract, no ARTISTS shall be required to perform for such engagement(s); however, EMPLOYER shall be liable for all compensation, benefits, ARTISTS' payment of dues to AGMA and any other payments due under the individuals' ARTISTS' contracts for such engagement(s).

10.11. INDIVIDUAL ARTIST AGREEMENT FOR EMPLOYMENT

(a) ARTISTS shall be employed on a single engagement basis as set forth in this Basic Agreement.

(b) All contracts and agreements made by the EMPLOYER with ARTISTS employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the Individual Artist Agreement for Employment (hereinafter referred to as "Individual Artist Agreement") form appended to this Agreement as "Exhibit A" and available on the AGMA website.

(c) Fully-executed Individual Artist Agreements shall be submitted electronically in

individual PDF files by email to contracts@musicalartists.org, and a copy provided to the Artist.. AGMA's copy of all Individual Artist Agreements shall be kept confidential and made available only to the National Executive Director, or other AGMA Staff Representative when a dispute arises under the contract.

(d) Individual Artist Agreements may contain such additions or modifications as may be agreeable to the EMPLOYER, to AGMA and to the ARTIST concerned but in no event shall terms of any Individual Artist Agreement be inconsistent with this Agreement or less favorable to such ARTIST.

(e) No ARTIST shall take part in any performance or rehearsal without signing an Individual Artist Agreement.

(f) If an ARTIST who has signed an Individual Artist Agreement is subsequently assigned duties qualifying ARTIST for a higher salary category, the ARTIST will be signed to a new contract stipulating the new category and compensation not later than one (1) week following the assignment of the additional duties. The new rate of compensation will become effective as of the date the additional duties are assigned.

11.12. WAIVERS

The EMPLOYER agrees that no waiver by any ARTIST of any provision of this Agreement or of any contract between any ARTIST and the EMPLOYER shall be requested by the EMPLOYER or be effective unless the written consent of AGMA to the making of such request of such waiver is first had and obtained, and the EMPLOYER further agrees that nothing in this Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein.

12.13. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the Individual Artist Agreements between any ARTIST and the EMPLOYER may not be assigned or transferred to any Individual or Corporation unless the written consent of AGMA, which shall not be withheld unreasonably, and the ARTIST concerned, shall have been endorsed on the face of the contract or the transfer or assignment thereof. Any attempt to assign or transfer said Individual Contract without such written consent shall be deemed null and void.

13.14. CONTRIBUTIONS TO EMPLOYER PROHIBITED

(a) No officer, director, employee or agent of the EMPLOYER and no person who occupies a relationship of independent contractor to the EMPLOYER shall act as manager, agent, or personal representative of any member of AGMA or receive, directly or indirectly, any compensation or remuneration of any kind or nature whatsoever from any member of AGMA. The EMPLOYER shall be responsible for enforcing compliance with the preceding sentence. Within ten (10) days after notice is given by AGMA to the EMPLOYER of any violation of this paragraph, the EMPLOYER shall correct such violation. If the EMPLOYER shall fail to correct such violation within such time, the EMPLOYER shall be deemed to have committed a material and substantial breach of this Basic Agreement.

(b) The EMPLOYER agrees that no ARTIST will be solicited or required to make any payments or contributions of any kind or nature whatsoever, or to have such payments or contributions

made by any other person, firm or corporation to or for the benefit of the EMPLOYER or anyone else, in order to acquire or continue employment by the EMPLOYER, or as a condition of acquiring or continuing such employment or any preferment in such employment. However, nothing shall prevent ARTIST voluntarily and without solicitation from making contributions and donations to EMPLOYER.

14.15. PAYMENT OF SALARIES

(a) ~~ARTISTS who are engaged for a single engagement shall be paid by EMPLOYER immediately preceding the commencement of the performance for which they have been engaged. If the contract applies to more than one performance of the same program, scheduled over a time period not to exceed two (2) weeks, the ARTIST will be paid immediately preceding the commencement of the last performance.~~ [ARTISTS shall be paid by direct deposit in accordance with the EMPLOYER'S regular biweekly payroll schedule. Payment will be received no later than sixteen \(16\) days following the performance. Employer will include an approximate payment date in offer letters to Artists.](#)

(b) All overtime payments, penalty payments, or any other payments which arise separate and apart from ~~single performance minimum salaries~~ shall be paid by the EMPLOYER to the ARTIST [in the next payroll cycle](#) ~~no later than one (1) week following the week the liability arises.~~

(c) In the event of overtime payment due ARTISTS, the following cumulative payment shall be added to the compensation due and payable to the ARTIST for each day, beginning with the day following the day of default on which payment remains not made. Four dollars (\$4.00) per ARTIST for each day's delinquency up to thirty (30) days (excluding Saturday, Sunday and holidays which the Company observes). Thereafter, the penalty payment shall cease unless either AGMA or the ARTIST gives written notice by certified mail to the EMPLOYER of non-payment of any compensation due and payable to the ARTIST. In the event such notice is given and full payment including accrued penalties is not made within ten (10) working days thereafter, the penalty payment shall be resumed on the eleventh (11th) day and continues without limitation. The above such payments shall be in addition to any and all remedies which AGMA or the ARTIST may have against the EMPLOYER.

(d) All payments required to be made by the EMPLOYER to the ARTISTS shall be in the legal tender of the United States.

15.16. ARTIST'S CLOTHING

(a) ARTISTS will be able to maintain custody of and control over their personal belongings during rehearsals. During dress rehearsals, performances, and when maintenance by the ARTIST of custody and control over personal belongings is not possible, the EMPLOYER will provide an appropriate place in or near the dressing rooms and proper security for ARTISTS' personal property, while in the theater or other performance or rehearsal area. The EMPLOYER will reimburse the ARTIST for loss and/or damage to the personal property placed in the secure area, but not including personal electronic devices, such as cell phones, computers, and similar items.

(b) Specific standard concert attire required will be made known at the time of hiring. It is understood and agreed that all ARTISTS will provide their own standard concert attire of formal concert black.

(c) The EMPLOYER may opt for alternative clothing or costumes under the following

conditions: a) ARTISTS must agree to alternative clothing or costume, b) the EMPLOYER shall provide or bear the expense of providing alternative clothing or costumes for those choristers who do not own the proposed clothing or costume. The item in question would then belong to the EMPLOYER. Whenever the EMPLOYER shall require ARTISTS to wear particular and specific types of uniform or non-uniform costumes, shoes and/or clothing, the EMPLOYER agrees to furnish such costumes, shoes and/or clothing without charge to the ARTISTS. If such costumes, shoes and/or clothing provided by the EMPLOYER require alterations, such alterations will be done at the expense of the EMPLOYER.

16.17. ADVERTISING OF ARTIST'S NAME

(a) The EMPLOYER agrees that it will not, in any shape or form or manner, advertise or announce the name or identity of such ARTISTS in connections with any production of said EMPLOYER nor will it employ or use any individual photograph, picture or likeness of such ARTISTS in connection with any production unless prior thereto said EMPLOYER and said ARTISTS shall have entered into a written contract of employment pursuant to the terms of this Agreement, or shall have received written permission from such ARTIST permitting the use of ARTIST's photograph, picture or likeness for the purposes stated above.

(b) The EMPLOYER shall not be responsible for the public appearances of the ARTIST's name, likeness, photograph, or picture in connection with any performance if it shall be proved that the name or likeness of the AGMA member was placed before the public by the AGMA member, personal representative or manager, or without the knowledge or consent of the EMPLOYER, by the local manager in the city where the performance shall be scheduled to take place.

17.18. FILMING, BROADCASTING, TELEVISING RECORDING, ETC.

(a) All taping, filming, broadcasting, televising, airing, or exhibiting such films, tapes, and recordings, and any similar media which, in the future, may be developed, will be made according to the following conditions:

(i) For all taping, filming, broadcasting, televising, airing, or exhibiting films, tapes and recordings and any similar media which, in the future, may be developed, the EMPLOYER will negotiate an agreement with AGMA in a timely fashion and will compensate all ARTISTS in accordance with the terms of that agreement.

With respect to audio recordings specifically, where the intention of the EMPLOYER is to market such recordings, the following shall apply:

For studio recording sessions there shall be a three (3) hour minimum call with a maximum of six (6) hours per day. Studio recording sessions shall be compensated at the following rates for a three (3) hour session:

| 2022-2023 | 2023-2024 | 2024-2025 |
|-----------|-----------|-----------|
| \$250.00 | \$260.00 | \$270.00 |

Ensemble Soloists who sing one to 24 bars will be compensated an additional \$100.00.

Ensemble Soloists who sing 25 bars or more will be compensated an additional \$150.00.

When the time of a scheduled recording session call is exceeded without twenty-four (24) hours advance notice, or if the six (6) hour per day maximum is exceeded, overtime shall be paid in 1/4 hour increments at the rate of time and one half of the recording session hourly rate, which for the purposes

of this section is one third (1/3) of the above cited recording rates.

For every hour of recording session time, there shall be an eight (8) minute break period.

The Parties agree that the fee for a three-hour video recording session without a live audience will be the recording fee plus the \$75 media usage fee (set forth in Section (d) below). For example, in Year 1, the total fee would be \$325.00 (\$250 recording fee plus the \$75 media usage fee). A subsequent live performance with the same repertoire will not require an additional media buyout fee as long as it constitutes part of the same production. Additional hours up to the daily maximum are paid at the hourly rate derived from these fees.

LIVE RECORDINGS

If said recording is of a live performance and not in a recording studio, in addition to the per performance rate set forth in this Agreement, each ARTIST shall be compensated an additional \$110.00 for a hard copy CD. If the dress rehearsal or any other rehearsal is recorded, ARTISTS shall be paid a recording fee of \$110.00 in addition to the regular rehearsal rate.

~~(ii) When recording concerts for broadcast on radio: ARTISTS shall receive a fee of \$130140.00 in year one, \$135145.00 in year two and \$140150.00 in year three. This payment will allow for four releases of seven (7) consecutive days during a three (3) year period. A release is defined as unlimited broadcast during a seven (7) day period.~~

RADIO BROADCAST

The EMPLOYER or a Third-Party Producer shall be entitled to broadcast all or a part of any performance, either live or by tape-delayed broadcast, on a local, regional, national or international radio station upon payment to each Chorister, Soloist, and/or Narrator of a broadcast fee of one hundred sixty dollars (\$160.00) (fee only), in addition to any compensation otherwise prescribed in this Agreement for such performance, except that if a media fee is paid per section 18(d), above, that fee will be credited toward the broadcast fee. The payment of the broadcast fee allows unlimited broadcasts of one program over three (3) years from the date of the initial broadcast, including simultaneous streaming of broadcasts and archiving on the host station's website for on-demand streaming during that period. After the initial three-year license period, the EMPLOYER or a Third-Party Producer may license the program for subsequent three-year broadcast periods upon payment to the Choristers, Soloists, and/or Narrators of 25% of the original broadcast rate paid to Choristers, Soloists, and/or Narrators. Payment to Choristers, Soloists, and/or Narrators will be paid nine (9) business days after the initial broadcast.

~~(iii) For broadcast from a studio: ARTISTS shall receive a fee of \$150.00 for a one half (1/2) hour program in year one, \$155.00 in year two and \$160.00 in year three; \$180.00 for a one (1) hour program in year one, \$185.00 in year two and \$190.00 in year three; and \$270.00 for a one and one half (1 ½) hour program, \$280.00 in year two and \$290.00 in year three. On-site rehearsals including sound checks for these programs shall be paid in 15-minute increments at time and one-half of the hourly rehearsal rate.~~

~~(iv) For any production for television that is live or recorded, each ARTIST will be paid an additional fee equal to the then applicable per performance rate, with four (4) plays allowed within a three (3) year period. Additional broadcasts and/or distribution to other markets will be negotiated with AGMA on a case-by-case basis. All other terms of this agreement shall apply, including rehearsal and overtime, compensation for sound checks, etc.~~

(v) AGMA will permit a maximum of ten (10) minutes of singing to be used for radio and television news or magazine programs for publicity purposes, as follows: for live broadcast from a studio or recording in a studio, where the ARTISTS are not required to be in the studio before 9:00 a.m. and not required to be in the studio for more than two hours, ARTISTS shall receive a fee of \$90.00 plus the cost of transportation up to \$25.00. ARTISTS shall provide receipts for transportation. Where ARTISTS are required to be in the studio before 9:00 a.m., ARTISTS shall receive a fee of \$160.00 plus cost of transportation up to \$25.00. ARTISTS shall provide receipts for transportation. For broadcast of a recording of a rehearsal or performance, without travel to a studio, ARTISTS shall receive a fee of \$70.00 in addition to the performance fee or rehearsal fee, whichever is applicable. ARTISTS shall be given twenty-four (24) hours' notice of any filming or video recording of any rehearsal. Individual ARTISTS may opt not to be filmed or videotaped, and no ARTIST who so indicates may be visible on any film or video. In all cases, the EMPLOYER shall provide at least 24 hours' notice of taping to each ARTIST and the AGMA delegate. Any broadcast under any other circumstances must be negotiated with AGMA. EMPLOYER shall notify AGMA of all such tapings, recordings, and broadcasts prior to the taping or recording. These tapings, recordings, and broadcasts are restricted to news or magazine format broadcasts only. Under no circumstances may these segments be utilized for any other purposes in the absence of an explicit written waiver from AGMA granting permission for such other uses.

(vi) A broadcast on radio for which ARTISTS have been compensated in accordance with the above terms may be streamed on the radio website if the streaming is non-downloadable, does not produce income for the EMPLOYER, and there is no charge to the listener at the website. For streaming which meets all of these conditions, there shall be no additional fee paid to the ARTISTS beyond the broadcast fee set forth above. For streaming which does not meet these conditions, the EMPLOYER will negotiate an agreement with AGMA in a timely fashion and will compensate all ARTISTS in accordance with the terms of that agreement.

(vii) AGMA will permit a maximum of three (3) minutes of live video or audio tape to be used for radio and video news or magazine programs for publicity purposes, for which purposes EMPLOYER may record a maximum of thirty (30) minutes per production of CHORISTER's rehearsal and/or performances. EMPLOYER shall notify AGMA of all such tapings, recordings, and broadcasts and shall exert best efforts to provide such notice to AGMA prior to the taping or recording. These tapings, recordings, and broadcasts are restricted to news or magazine format broadcasts only. Under no circumstances may these segments be utilized for any other purposes in the absence of an explicit written waiver from AGMA granting permission for such other uses.

(viii) Solely for archival and study purposes, EMPLOYER may cause or allow to be recorded (audio and/or visual) upon 24-hour prior notification to AGMA and the ARTISTS, dress rehearsal or performance, provided that such tapes shall remain at all times in the custody of the EMPLOYER and that there shall be no duplication of these archival/study tapes. Such tapes may be reviewed for study purposes solely by the Stage Director, Conductor/Music Director, or other parties directly involved in the production, including the ARTISTS themselves. This is an archival study tape for the sole use of EMPLOYER; it is a record of the physical production only and in no way is intended to represent the creative or artistic talents of the ARTISTS involved. AGMA will consider waivers in this regard.

(ix) The foregoing section notwithstanding, a copy of an archival or study tape may leave the custody of the EMPLOYER for the sole purpose of presentation with grant applications.

~~(ix)(x) The foregoing section notwithstanding, not withstanding~~
~~EMPLOYER may provide an audio or audio-video archival recording to an Aartist covered by this~~

Agreement or an artist (not intended to have the same meaning as ARTIST as defined in 2.a), such as a composer, director, conductor, or soloist whose work was performed by Musica Sacra, provided the artist executes an Individual Use Agreement acknowledging that the use of the archival recording is restricted to personal uses and not for duplication and/or commercial distribution. Upon final execution of an Individual Use Agreement, artist may stream an audio or audio-visual clip of up to 3 minutes, on their own website or social media websites. However, in no case shall the sample be of a complete work or movement or have any cost to the end-user to view or listen to the sample. As per the Individual Use Agreement, credit must be given to Musica Sacra and AGMA on any streamed clip.

~~(x)(xi)~~ Should a patch session be needed for the use of a recording of a live performance for broadcast or a CD, ARTISTS will be compensated at the rate of one-third of the studio recording session rate for each hour, with a minimum of two hours. Patch sessions will be held within forty-eight (48) hours after the last performance.

(b) The EMPLOYER agrees to make best efforts to include the following statement in the program: "The use of cameras and/or any kind of recording equipment is strictly forbidden."

(c) If, as a result of the intent or negligence of the EMPLOYER there is a violation of this Article, EMPLOYER will compensate all ARTISTS involved at no less than the applicable prevailing minimums. In cases of unauthorized distribution not covered by the union having jurisdiction, ARTIST will be compensated at the rate of individuals in their category (e.g. "Principals," "Chorus," etc.) under the national contracts of the union having jurisdiction.

~~(d) Internet Use Upon prior written notice to AGMA, AGMA will permit the following uses under the following conditions:~~

~~(i) Live streaming of a complete concert or part of a concert, concurrent with the performance, for one time only for each production. This must be non-downloadable streaming only, with no charge to the listener and provide no revenue to the Employer or website sponsor, if other than the Employer. For each Musica Sacra production, Musica Sacra shall pay each Artist a Media Usage Fee of \$70.00, which will appear as a separate line item on each Artist's paycheck. Beginning in Year 2 of this agreement and continuing thereafter, the Media Usage Fee will be \$80.00.~~

~~(ii) The Parties agree that the Media Usage Fee grants Musica Sacra the right to post/broadcast/live stream video or audio recordings of live performances or rehearsals to be used for promotional purposes on radio and video news or magazine programs, promotional e-mails (i.e. "e-mail blasts"), social media, video sharing websites (i.e. YouTube, Vimeo), streaming platforms, or on the Employer's website, for which purposes Employer may record or live stream Artist's rehearsals and/or performances. No composition may be used in its entirety. These recordings and broadcasts are restricted to news or magazine format broadcasts, promotional e-mails, social media, use on video-sharing websites/streaming platforms or use on the Employer's website only. The music must be non-downloadable streaming only, with no charge to the listener and provide no revenue to the Employer.~~

MEDIA USAGE FOR PROMOTIONAL AND EDUCATIONAL USE

Upon prior written notice to AGMA, AGMA will permit the following uses under the following conditions:

1. Live Streaming

Live streaming of a complete concert or part of a concert, concurrent with the performance, for one time only for each production. This must be non-downloadable streaming only, with no revenue to anyone other than the Employer.

2. Post-Performance Posting/Streaming

Post-Performance online posting or streaming of a production or composition, for which each Artist is paid a media usage fee of no less than \$7080.75 in year one, \$80575 in year two, and \$89085 in year three for each production or composition used, whether or not the Employer receives revenue from the online post - or stream.

- i. The Parties agree that the media usage fee must be paid for any posting or streaming of recordings unless the use of the recording is pursuant to Sections 3, 4, or 5, below. This requirement is made with or without a live audience.
- ii. The Parties agree that the “media usage fee” grants -Musica Sacra the right to post or stream the audio and/or video recording on Spotify, iTunes, Vimeo, YouTube, Musica Sacra social media platforms, or other streaming platforms.
- iii. Payment of the media usage fee will appear as a separate line item on each Artist’s paycheck.

3. Promotional Recording of Live Performances/Rehearsals

Video or audio recordings of live performances or rehearsals to be used for promotional purposes on radio and video news or magazine programs, promotional emails (i.e. “e-mail blasts”), social media, video-sharing websites (i.e. You Tube, Vimeo) or on the Employer’s website, for which purposes Employer may record Artist’s rehearsals and/or performances. No composition may be used in its entirety. These recordings and broadcasts are restricted to news or magazine format broadcasts, promotional e-mails, social media, use on video-sharing websites or use on the Employer’s website only. The music must be non-downloadable streaming only, with no charge to the listener and provide no revenue to the Employer.

(iii)(ii) If any personnel participating in the performances or rehearsals receive compensation for the uses permitted by this Media Modification, all participating AGMA Artists shall receive no less than the same compensation.

(iv)(iii) All streaming and downloading permitted by subparagraphs (i) and (ii) shall include the statement “The singers in this performance are represented by the American Guild of Musical Artists, AFL-CIO.”

(v)(iv) Under no circumstances may there be any other uses in the absence of an explicit written waiver from AGMA granting permission for such other uses. All use shall include a notice stating that the work is protected by copyright and that downloading is prohibited. The uses permitted by this Media Modification shall not be allowed where they conflict with the collective

bargaining agreement of a union representing other performers in the production. Whenever possible, the Employer shall provide at least twenty-four (24) hours advance notice to AGMA and the Artists prior to photographing or recording their images and/or voices. Any secondary use or use by any other entity, including but not limited to the composer or an artist, such as, but not limited to, film soundtracks, commercials, compilations, remixes, must be negotiated with AGMA in advance.

~~(vi) A Media Committee shall be established comprised of representatives of Melodious Accord, Music Before 1800, Musica Sacra, Ascension Music and representatives appointed by AGMA. The Media Committee shall meet no less than twice a year.~~

~~(vii)(v) It is understood that the Employer is not liable for illegal downloads that it could not have prevented through any reasonable safeguards.~~

e. Other Media Projects

(i) Stand-alone Photo Session for Promotion/Advertising

Upon payment of the standard Rehearsal Rate for a three-hour session, EMPLOYER may engage Artists for a stand-alone, photo session for the purpose of using the images in promoting Musica Sacra in its advertising in print and online. For these sessions, there shall be no audio-visual capture permitted of Artists performing.

(a) Service Time

Artists may be called for a three-hour photo session. If the Artist is agreeable to performing additional services, up to an hour may be added to the service, paid in 15-minute increments at the applicable rate.

(b) Attire

For the photo sessions, Artists may be asked to wear their own Concert Performance Attire. EMPLOYER reserves the right to request other dress options, provided that Artists are not required to make additional purchases.

(c) Right of Approval

For Media Product captured in these sessions, EMPLOYER will grant any Artists whose likeness is planned to be used the right of approval of the final captured material. Approval by Artists shall be in writing and shall not be unreasonably withheld. Material not approved within 72 hours of its submission to the Artists shall be considered approved.

(ii) Stand-alone Audio-Visual Session Rate for Promotion/Advertising

Upon payment of an up-front fee of 100% of the applicable Performance Rate, EMPLOYER may engage Artists for a stand-alone, audio-visual session, where Artists may be asked to perform either by their self, or in a group, for the purpose of using audio-visual and/or visual captures for promoting Musica Sacra in its advertising in print and online.

(a) Finished Material and Service Time

The up-front payment permits a three-hour audio/video recording session to capture up to 45 minutes of finished recorded material. Additional solo or one singer on a part rates shall apply for the recording of these audio-visual capture sessions. If the Artist is agreeable to performing additional service, up to an hour may be added to the recording service, paid in 15- minute increments of this applicable audio-visual recording session rate.

(b) Attire

For this audio-visual session, Artists may be asked to wear their own Concert Performance Attire. EMPLOYER reserves the right to request other dress options, provided that Artists are not required to make additional purchases.

(c) Photography Payment

For these sessions, there shall be no additional payment due to Artists for additional photography captured and used during this audio-visual session.

(d) Right of Approval

For Media Product captured in these sessions, EMPLOYER will grant any Artist whose likeness is planned to be used the right of approval of the final captured material. Approval by Artist shall be in writing and shall not be unreasonably withheld. Material not approved within 72 hours of its submission to the Artist shall be considered approved.

18.19. WORKERS COMPENSATION

The EMPLOYER must carry at its expense adequate Workers Compensation Insurance, securing to all of the ARTISTS, wherever they may work for the EMPLOYER, compensation for disability or death from injury arising out of and in the course of their employment without regard to fault as a cause of the injury, except that there shall be no liability for compensation when the injury has been solely occasioned by intoxication of the injured ARTISTS while on duty, or by willful intention of the injured ARTIST to bring about the injury or death of himself/herself or another.

19.20. UNEMPLOYMENT INSURANCE

The EMPLOYER will obtain coverage for all ARTISTS under the New York State Unemployment Law (or, if the origination point of the company shall be in a state other than New York, unemployment insurance coverage as provided by the laws of such state).

20.21. FEDERAL SOCIAL SECURITY AND NEW YORK DISABILITY LAW

(a) The EMPLOYER will obtain coverage for all ARTISTS under the Federal Social Security Laws and the Disability Benefit Law of the State of New York (or if the origination point of the company shall be in a state other than New York, disability benefits as provided by the laws of such state).

(b) Upon request of AGMA, the EMPLOYER shall disclose to AGMA evidence of the EMPLOYER's compliance with the provisions of Paragraphs 17, 18 and 19 of the Basic Agreement.

(c) The contribution made by the EMPLOYER for Unemployment Insurance or Social Security tax purposes shall be based upon the compensation provided for in the Standard Artist's Contract, or the actual gross compensation paid to the ARTIST, whichever shall be the greater.

21.22. ARBITRATION

(a) INDIVIDUAL CONTRACT

Every contract entered into between the EMPLOYER and any ARTIST during the term of this Agreement shall be deemed to contain the following provisions:

(1) Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof, shall be settled by arbitration in accordance with the Expedited Labor Arbitration Procedures, then obtaining, of the American Arbitration Association. Either party may demand such arbitration in writing. An award of the arbitrator shall be binding upon both parties and judgment upon such award may be entered by either party in the highest court of the forum, State or Federal, having jurisdiction.

(2) In any such arbitration, AGMA may appear as *amicus curiae* with all the rights of a party thereto.

(b) BASIC AGREEMENT

Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, shall be settled by arbitration in the same manner as is provided in this Paragraph 21.

(c) PLACE OF ARBITRATION

All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in New York City.

22.23. FORCE MAJEURE

It is agreed that if the EMPLOYER cannot perform because of fire, accident, strikes, riot, Act of God, war, the public enemy, an act of Government Authority, or for any other cause of the same general class which cannot be reasonably anticipated or prevented, or if the conductor suffers injury or illness which would prevent them from performing the function of conductor, and if the EMPLOYER does not have available to it a conductor or conductors capable of conducting the performance, then the EMPLOYER shall notify the ARTISTS thereof in writing and thereafter the ARTISTS shall be entitled to payment only for all services performed by the ARTISTS prior to receipt of the aforementioned written notice. If conductor is the only person who would notify the artists under this section and, if because of the illness or injury of the conductor, conductor is disabled from notifying each artist, then conductor may notify the AGMA national office by hand delivery or telephone facsimile to this effect. The term "war" shall not include a war in which the United States of America is not a party, unless such a war between foreign governments makes the execution of this contract impossible or unfeasible.

23.24. ADMITTANCE OF AGMA REPRESENTATIVE ON EMPLOYER'S PREMISES

Any officer or other duly authorized representative of AGMA shall be admitted to the premises of the EMPLOYER, or such other place where the company is working, and the EMPLOYER agrees to cooperate with such representative in dealing with all matters pertaining to the official business of AGMA.

24.25. ELECTION OF AGMA DELEGATE

For every engagement, an AGMA delegate shall be elected by the ARTISTS at the first break of the first rehearsal. Such election may be held confidentially with the exclusion of EMPLOYER, CONTRACTOR, Chorus Preparer, or other employee or agent of EMPLOYER. The AGMA delegate shall function as ARTIST(S)' representative to EMPLOYER on matters relating to this Agreement. EMPLOYER shall supply delegate with a list of singers at the first rehearsal.

25.26. REPORTING TIME - REHEARSAL, PERFORMANCE

(a) ARTIST(S) shall be prepared to rehearse at written contracted scheduled time. EMPLOYER may deduct the equivalent of one-quarter (1/4) of one (1) hour's rehearsal pay from ARTIST's gross compensation for each quarter (1/4) hour or portion thereof that ARTIST is late for rehearsal. ARTISTS will report for performance not later than fifteen (15) minutes prior to curtain time or fifteen (15) minutes prior to the time that the ARTISTS are to perform, whichever is later. Five (5) minutes of such time may be used for notes, and at the ARTISTS' discretion, said five-minute time period may be used for warm-up, and/or vocalizing. If that five (5) minute period is exceeded in any way and/or such additional time is required for rehearsal, warm-up, or vocalizing of any kind, it shall be compensated at the regular rehearsal rate in one-half (1/2) hour increments. ARTISTS must report for bus departure five (5) minutes prior to the announced time of departure.

(b) Sound checks shall be no longer than one (1) hour in length (including the appropriate break) and shall be paid as one full hour at one and one-half (1-1/2) times the regular rehearsal rate. Sound checks shall take place no more than two (2) hours before curtain.

26.27. TRAVEL

In the event that the ARTIST is required to travel beyond the area regularly serviced by the New York City mass transit system, (e.g. bus, subway) or the PATH train for rehearsal or performance, or if the total of rehearsal, travel, and performance time in any day exceeds a span of eight (8) hours, the EMPLOYER and AGMA will negotiate terms and conditions, including meal money and/or per diem.

SECTION III - SINGLE ENGAGEMENT27.28. SINGLE ENGAGEMENT - CONDITIONS OF EMPLOYMENT

(a) The per performance compensation for ARTISTS employed hereunder shall not be less than set forth below:

| | (0%) SEPT 1, 2022- <u>AUG 31, 2023</u> | (3%) SEPT 1, 2023- <u>AUG 31, 2024</u> | (3%) SEPT 1, 2024- <u>AUG 31, 2025</u> |
|---|--|--|--|
| CHORISTERS | \$300.00 | \$309.00 | \$318.27 |
| ENSEMBLE SOLOISTS* | | | |
| will receive the following in addition to the CHORISTER rate: | | | |
| (except Tallis, <i>Spem in Alium</i>) | \$107.00 | \$110.21 | \$113.52 |
| One (1) note to twenty-four (24) | | | |

bars

| | | | |
|-------------------------------|----------------|----------------|----------------|
| Twenty-five (25) or more bars | | | |
| or one song/aria | \$206.00 | \$212.18 | \$218.55 |
| Each additional song/aria | \$107.00 | \$110.21 | \$113.52 |
| HOURLY REHEARSAL RATE | \$52.00 | \$53.56 | \$55.17 |

* See Definitions, Paragraph 1.

Overtime shall be computed at time and one-half of the hourly rehearsal rate to be paid in one quarter (1/4) hour increments.

(b) The EMPLOYER may engage ARTISTS for student performances in primary and secondary schools provided that such engagement shall guarantee ARTISTS two (2) such student performances in one (1) day. Time between two performances in the same school building shall not exceed one (1) hour. Time between performances in different schools shall not exceed one and one-half (1½) hours. For such two (2) student performances, the ARTIST shall be paid the appropriate single performance fee provided in this paragraph, providing that each of the student performances does not exceed fifty (50) minutes in length.

(c) ARTISTS shall be compensated for Lecture/Demonstrations at a minimum of two hours at one and one-half (1½) times the prevailing rehearsal rate. Lecture/Demonstrations of more than two (2) hours in duration shall be paid at the Concert Overtime Rate described in subparagraph 27 (n) below.

(d) In the event that Musica Sacra seeks to engage artists in a performance other than a performance described in subparagraphs (b) and (c) above, such as a “pop-up” performance, or a performance for outreach or promotional purposes, the parties agree to negotiate the terms of the performance on a case-by-case, expedited basis. When feasible, AGMA may seek approval of the terms of such performances from the AGMA Board of Governors’ Executive Council. The Executive Council shall make best efforts to response to the request within 48 hours of receipt of the request.

(e) No rehearsal call with orchestra shall be deemed to be of less than two (2) hours duration irrespective of the actual amount of time spent in rehearsal. Rehearsals in excess of two (2) hours minimum call shall be compensated for in one-half (1/2) hour increments.

No rehearsal call without orchestra shall be deemed to be of less than two and one-half (2 1/2) hours duration irrespective of the actual amount of time spent in rehearsal. Rehearsals in excess of two and one half (2 1/2) hours minimum call shall be compensated for in one-half (1/2) hour increments.

The EMPLOYER may schedule two (2) two-hour rehearsals in one day, which shall be separated by a lunch break not to exceed one (1) hour. Any rehearsal time in excess of the above will paid at the applicable rate.

If a concert hall or venue places restrictions limiting the rehearsal time to two (2) hours, a dress rehearsal on the day of performance may be limited to two (2) hours duration, with or without orchestra.

(f) Written rehearsal schedules to the extent known to the EMPLOYER shall be submitted to the ARTISTS one (1) week in advance of the first rehearsal subject to change no later than seventy-two

(72) hours prior to the rehearsal. However, the EMPLOYER may make changes in schedule subject to the availability of the ARTIST.

When the EMPLOYER requests that the ARTISTS rehearse past the called rehearsal time, with less than twenty-four (24) hours' notice to the ARTISTS, such additional time shall be paid in quarter (1/4) hour increments at the overtime rate of time and one half.

(g) ARTISTS shall be allowed a ten (10) minute rest period within each hour of rehearsal. However, the Employer in consultation with the ARTISTS shall have the option to combine the rest periods and schedule rest periods after not more than one and one-half (1-1/2) hours of rehearsal. Such rest periods shall be counted as rehearsal time. Except for force majeure no rest period may be designated at the beginning of the rehearsal session. Rest periods will not be interrupted by company business nor shall rest periods be used as travel time from one rehearsal location to another.

(h) During rehearsals with Orchestra, the rest period for the ARTISTS shall coincide with that of the Orchestra. During rehearsals with orchestra, the rest period for the ARTISTS shall coincide with and be equal in length to that of the orchestra but not shorter than ten (10) minutes per hour as stated in Paragraph 27 (f) above.

(i) Choristers shall not be called upon to rehearse more than six (6) hours during any one day.

(j) ARTISTS may not be called for rehearsals on any day when they are required to give two (2) performances.

(k) Artists are prohibited from rehearsing or doing any work for the EMPLOYER during performance intermissions.

(l) A verbal call or electronic communication to a Chorister for a single engagement in the choral concert field which specifies the work to be performed, the date and place of performance, the place of rehearsal, performance attire, and the rehearsal times and whether memorization is required, shall be deemed a binding contractual commitment and the EMPLOYER agrees that after the call is made, the risk of performer's competence is assumed by the EMPLOYER. The EMPLOYER agrees that as soon as possible after the verbal call or electronic communication, but in no event later than the first (1st) rehearsal or performance, whichever is sooner, said contractual commitment shall be reduced to writing on an AGMA Standard Artist's Contract, but the failure of the EMPLOYER to do so shall not nullify the commitment which arises with the verbal call or electronic communication.

(m) The EMPLOYER agrees to furnish chairs for the ARTISTS for all rehearsals and performances. There shall be adequate heat, light and ventilation in all performance and all rehearsal areas. However, ARTISTS may be required to stand when stage movements or actions are rehearsed, it being the intent of this provision that ARTISTS be allowed to sit during purely musical rehearsals. The ARTISTS may be asked to stand as they would in performance when the conductor wishes to judge balance either within the group itself or with orchestra.

(n) In the event that memorization of the program or any part of the program is required, such memorization will take place within the scheduled rehearsal time. A memorization fee will be negotiated on a case-by-case basis.

(o) Each Artist shall be compensated at the overtime rehearsal rate of time and one half for

each one quarter (1/4) hour or fraction thereof when;

- 1) a concert performance exceeds three (3) hours (including the 15-minute call) or
- 2) an opera performance or performance of a single choral work exceeds three and one-half (3-1/2) hours (including the 15-minute call).
- 3) ARTISTS shall be given twenty-four (24) hours' notice of the attendance of reporters or photographers at any rehearsal. Individual ARTISTS may opt not to be photographed, and no photographs may be taken of any ARTIST who so indicates.

(p) Chamber Scale - If the Employer presents a chamber performance with fewer than sixteen (16) singers, the per performance compensation for each ARTIST shall be \$20.00 in addition to the CHORISTER per performance rate set forth in subparagraph (a) above. Rehearsal time shall be compensated at an additional \$2.00 an hour above the rehearsal rate set forth in subparagraph (a) above. Ensemble Soloist fees shall be paid only for solos designated as such in the score by the composer or as traditionally performed, of twenty-five (25) or more bars. Notwithstanding Paragraph 1(c), the number of bars will not be computed cumulatively. A singer will be paid only one Ensemble Soloist fee per performance. Additional Ensemble Soloist fees will not be paid for an additional song/aria. Ensemble Soloist fees will be paid at the rate in Paragraph 27(a) for 25 or more bars.

SECTION IV - TERM OF AGREEMENT AND SIGNATURE

28.29. TERM OF THIS AGREEMENT

The term of this Agreement shall commence on **September 1, 2022 and shall terminate on August 31, 2025**, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to such new Agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding seasons.

29.30. UNION CREDIT

The EMPLOYER agrees to provide sufficient space in each concert program/playbill to print the following: "The artists* in this concert are represented by AGMA, the American Guild of Musical Artists, AFL-CIO, the union that represents artists performing in opera, ballet, modern dance and choral presentations, as well as choreographers, stage directors and stage managers."

*In a concert including instrumentalists, this shall read "choral artists" or "singers."

30.31. SEPARABILITY

If any provision of this Agreement shall be held invalid, it shall be deemed separable from the remainder of this Agreement, and it shall not affect the validity of any other provisions thereof.

31.32. NO WAIVER BY AGMA

The failure of AGMA or the EMPLOYER to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any rights or remedies that AGMA or the EMPLOYER may have and shall not be deemed a waiver of any subsequent breach or default on the part of either contracting party.

32.33. GOVERNING LAW

It is the intention of the parties that the validity, construction, performance and application of this Agreement shall be governed exclusively by the laws of the State of New York.

33.34. OTHER PRODUCTIONS

For any productions other than a concert performance, such as staged or semi-staged opera, with or without memorization, including both subcontracted and self-produced productions, wages and working conditions will be negotiated on a case-by-case basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date

first above set forth.

FOR
AMERICAN GUILD OF MUSICAL ARTISTS

FOR
MUSICAA SACRA

BY:

TITLE:

BY:

TITLE:

IN THE PRESENCE OF:

Date: _____

IN THE PRESENCE OF:

Date: _____

September 1, 2018

Musica Sacra
P.O. Box 974
Lenox Hill Station
New York 10021

**Re: Musica Sacra and AGMA
Sub-Contracted Services**

Dear Sir or Madam:

When Musica Sacra is hired by another organization to provide a chorus for concerts which are not presented by Musica Sacra and the fee paid by the contracting party is less than the fees that would be due as set forth in Paragraph 27(a), the following rates will be paid for contracted services:

| | (0%) 9/1/22- | (3%) 9/1/23- | (3%) 9/1/24- 8/31/25 |
|------------------------------|---------------------|---------------------|-------------------------------------|
| Choristers | \$250 | \$257.50 | \$265.23 |
| Rehearsal | \$42 | \$43.26 | \$44.56 |
| Ensemble | | | |
| Soloists | | | |
| 1-24 Bars | \$89.00 | \$91.67 | \$94.42 |
| 25 or More | \$171.00 | \$176.13 | \$181.41 |
| Each Additional Song/Aria | \$89.00 | \$91.67 | \$94.42 |

Media fees will be paid at the rate set forth in Paragraph --- of the AGMA-Musica Sacra collective bargaining agreement. The chorus must be comprised of all professional singers.

With respect to Paragraph 29 Union Credit, when Musica Sacra is hired by another organization to provide a chorus for concerts which are not presented by Musica Sacra, Musica Sacra will make best efforts to ensure compliance.

The provisions for subcontracted rates shall not apply when the other organization is party to a collective bargaining agreement with AGMA that covers singers, unless the Artists will be paid the greater of the subcontracted services rate in the Musica Sacra collective bargaining agreement or the rate in the collective bargaining agreement between AGMA and the other organization. If the rate in the AGMA agreement with the other organization is greater than the subcontracted services rate Musica Sacra shall be required to pay the higher rate of the other organization. Should the media-

related provisions of the AGMA-Musica Sacra CBA and the CBA between AGMA and the subcontracting organization conflict, Musica Sacra will immediately contact AGMA to negotiate appropriate terms.

If a production requires memorization, a memorization fee will be negotiated on a case by case basis.

All other provisions of the AGMA-Musica Sacra collective bargaining agreement (CBA) underlying this side letter shall continue to apply.

AGMA

Date: _____

Musica Sacra

Date: _____