

**BASIC AGREEMENT
FOR CONCERT SINGERS
SINGLE PERFORMANCE ENGAGEMENTS**

October 1, 2023 to September 30, 2026

Between

**THE AMERICAN GUILD OF MUSICAL ARTISTS,
AFL-CIO**

And

MUSIC AT WESTWOOD

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STANDARD CONCERT SINGERS BASIC AGREEMENT

AGREEMENT made, executed and delivered in the City and County of Los Angeles, state of California this twenty-eighth day of August, 2023 , 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, Suite 2A, New York, NY 1000, and MUSIC AT WESTWOOD, having its principal place of business at Westwood Presbyterian Church, 10822 Wilshire Blvd, Los Angeles, CA 90024 (hereinafter referred to as “EMPLOYER”).

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 Los Angeles, CA.

(b) ARTIST - a professional singer contracted by Music at Westwood to sing at a Music at Westwood concert performed for the general public. This Basic Agreement covers all of ARTIST’s services specifically contracted for by Music at Westwood but otherwise does not apply to ARTIST’s activities called for by Westwood Presbyterian Church and performed for the congregation as part of regular church services.

(c) EMPLOYER - Music at Westwood, a donor-funded entity existing solely for the purpose of providing concerts at Westwood Presbyterian Church; EMPLOYER is not Westwood Presbyterian Church (Westwood Presbyterian Church of Los Angeles, California, a non-profit religious corporation), and Westwood Presbyterian Church itself shall have no obligations under this Basic Agreement.

SECTION II – GENERAL

2. EMPLOYEES COVERED

(a) The EMPLOYER hereby recognizes AGMA as the exclusive collective bargaining agent for soloists hereinafter referred to as "ARTISTS", employed by the EMPLOYER. The

EMPLOYER agrees that AGMA represents, for collective bargaining purposes, a majority of the ARTISTS.

3. APPLICATION OF BENEFITS

The EMPLOYER agrees that the provisions of this Basic 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 Basic 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 Basic Agreement who are members of AGMA in good standing or shall make application for membership by the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this Basic Agreement, whichever is the later, and thereafter maintain such membership in good standing as a condition of employment.

(b) AGMA agrees that it is and will continue to be an open union and will keep its membership rolls open and will admit to membership all ARTISTS engaged by the EMPLOYER and will not impose unreasonable entrance fees or dues upon its members; provided, however, nothing contained in this Basic Agreement shall be deemed to limit the right of AGMA to suspend, expel, otherwise discipline or to refuse to admit to membership or readmit a member, pursuant to the rules, regulations, Constitution and By-Laws of AGMA, and provided, further, that nothing contained herein shall require the EMPLOYER to discharge or refuse to engage any ARTIST by reason of any action of AGMA which is in violation of the said Labor Management Relations Act.

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 Basic 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.

Two weeks prior to rehearsals, EMPLOYER shall furnish to AGMA a written payroll sheet listing the ARTISTS' names and social security numbers, the contract number and the gross pay to be earned by each ARTIST for each engagement. The EMPLOYER shall indicate that this information is to the best of its knowledge at this time, and shall provide updates to AGMA if the information changes. Within 15 days 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, the total amount of all deductions made during the said period for all such ARTISTS.

At the time of such remittance, and together therewith, the EMPLOYER shall also furnish to AGMA a record certifying the names, Social Security numbers and total wage and deductions for the pay period of the ARTISTS on whose account such deductions were made. The EMPLOYER will not be liable for failure to make a deduction or deductions; however, the EMPLOYER will use reasonable care in making deductions.

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:

There shall be no remissions, rebates, discounts, booking fees, commissions or other payments or deductions whatsoever from ARTIST'S gross compensation except such taxes or withholdings as are required by statute or the Collective Bargaining Agreement (hereinafter referred to as "Basic Agreement"), and except further that ARTIST hereby assigns to AGMA from gross compensation to be earned in connection with this Contract such amounts for dues, initiation fees, and assessments certified by AGMA as due and authorizes and directs the deduction of such amounts from ARTIST'S gross compensation and the remission of the same to AGMA. This assignment, authorization, and direction covers gross compensation earned as a result of employment under this Contract (regardless of how characterized or when paid) except that meal allowance and per diem (to the extent provided for in the Basic Agreement) and transportation expenses shall not be considered part of the gross compensation and shall not be subject to such working dues deductions. This assignment, authorization and direction shall remain in effect and be irrevocable, and shall be continued automatically, unless ARTIST revokes it by giving written notice to EMPLOYER and AGMA by registered mail 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 Basic Agreement, whichever occurs sooner. Such revocation shall become effective the first day of the calendar month following its receipt.

7. DISCRIMINATION AND SEGREGATION

(a) AGMA may represent its members 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 them notice, or otherwise penalized or discriminated against them 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 themselves 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.

(b) The EMPLOYER agrees that it will not discriminate against any ARTIST because of race, religion, gender, gender identity, gender expression, gender preference color, hair textures and hair styles historically linked to race, creed, sex, sexual preference, sexual orientation, age, national origin, disability, marital status, veteran status, genetic characteristics and information, pregnancy, or other status protected by law.

(c) 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. ANTI-DISCRIMINATION/HARASSMENT PREVENTION

(a) The EMPLOYER agrees to meet and confer with Union representative(s) prior to conducting its annual anti-discrimination/harassment prevention training to provide the opportunity for input and feedback so as to maximize the efficacy of the training.

(b) The EMPLOYER will meet with Union representative(s) each year after the annual anti-discrimination/harassment prevention training is conducted to obtain feedback and to discuss ideas for improvement.

The parties agree to include discussions of sexual harassment prevention and similar misconduct issues in meetings with Union representatives.

(c) When the EMPLOYER receives a report of misconduct which involves a member of the bargaining unit the EMPLOYER agrees to notify AGMA at least twenty-four (24) hours before conducting an investigatory interview of that individual(s), unless circumstances demand action within the twenty-four hour period, in which case the EMPLOYER will notify AGMA as soon as possible. The EMPLOYER shall inform such individual(s) that they are entitled to union representation before conducting an investigatory meeting with that individual. A representative from the Union shall have the right to attend such investigatory interviews on behalf of a bargaining unit

member unless that individual requests otherwise. The Union's right to attend such interviews and to advise bargaining unit members during the course of an investigation shall not interfere with the EMPLOYER's prompt scheduling of interviews so as to conduct a prompt and thorough investigation.

(d) The terms and conditions of employment of bargaining unit members are established in this Basic Agreement between AGMA and the EMPLOYER. The EMPLOYER's policy against discrimination and harassment is applicable to members of the bargaining unit as long as such policy does not conflict with any provisions of this Basic Agreement, including but not limited to both substantive and procedural provisions relating to discipline of employees. To the extent that the policy is in conflict with the terms of the CBA, the provisions of the CBA shall govern, to the extent permitted by law.

9. INCLUSION, DIVERSITY, EQUITY AND ACCESSIBILITY

(a) EMPLOYER commits to a diverse, equitable, accessible, and inclusive workplace and agrees to work with AGMA to implement policies, complaint procedures, training, and hiring practices that shift workplace culture, advance equity, and create safe working spaces for BIPOC, AAPI, and other traditionally excluded artists. ARTISTS will have an open invitation to address issues of Diversity, Equity, and Inclusion with EMPLOYER, and AGMA and EMPLOYER will meet regularly to review anti-racist initiatives on topics such as hiring, retention, stereotypes, and the overall safety and mental health needs of BIPOC and AAPI artists.

(b) EMPLOYER will provide annual training tailored for the employee group being trained, for all employees for the purposes of 1) teaching employees about explicit and unconscious bias, and 2) articulating tangible steps that can be taken to make workplaces more inclusive. This training may be scheduled as part of the anti-discrimination and harassment training.

(c) EMPLOYER is committed to an inclusive workforce and will implement strategies for posting audition notices that reach the broadest possible range of artists, utilizing a curated list of outlets that include those most likely to be seen by constituencies that are underrepresented in the field.

(d) EMPLOYER is committed to foster, promote, and engage in discussions, forums and/or activities that will have a goal of impacting diversity and inclusion with regards to ARTISTS' gender, as well as gender neutral, gender non-conforming, non-binary, and gender variant ARTISTS. EMPLOYER recognizes the importance of availability of gender-neutral lavatories/dressing facilities for ARTISTS, and will be responsive to the needs of ARTISTS in this regard, including making best efforts to find solutions in facilities within EMPLOYER control and advocating for this in facilities outside of EMPLOYER control.

10. INDIVIDUAL ARTIST AGREEMENT

(a) ARTISTS shall be employed on a single engagement basis as set forth in this Basic Agreement. All Contracts and Agreements made by the EMPLOYER with the ARTISTS

employed under this Agreement shall conform in every respect to all the provisions of this Agreement and shall be executed only on the AGMA standard form of agreement (hereinafter described as “IAA”) and sent to contracts@musicalartists.org within thirty (30) days of execution.

(b) All contracts and agreements made by the EMPLOYER with ARTISTS employed under this Basic Agreement shall conform in every respect to all the provisions of this Basic Agreement and shall be executed only on the Individual Artist Agreement (hereinafter referred to as “IAA”) ([linked here](#)).

(c) IAAs 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 IAA be inconsistent with this Basic Agreement or less favorable to such ARTIST.

(d) No ARTIST shall take part in any performance or rehearsal without signing an IAA.

(e) All IAAs will be issued at least fourteen days in advance of any engagement. Once an offer for work is made and accepted, should the work be canceled for any reason, the contracted individuals shall receive full compensation.

11. WAIVERS

The EMPLOYER agrees that no waiver by any ARTIST of any provision of this Basic 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 Basic Agreement shall be deemed to prevent any ARTIST from negotiating for or obtaining better terms than the minimum terms provided for herein.

12. ASSIGNMENT OF ARTIST'S CONTRACT

The EMPLOYER agrees that the IAA 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. 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, and the EMPLOYER agrees that it will not accept or receive any such payments or contributions.

14. PAYMENT OF SALARIES

(a) ARTISTS shall be paid by EMPLOYER utilizing the EMPLOYER'S payroll process. Paydays are on the 15th and last day of each month. Calendar days 26-10 are paid on the 15th. Calendar days 11-25 are paid on the last day of each month. If EMPLOYER requires the payment schedule to be amended, they will meet and confer with AGMA in advance of implementing such change.

(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 according to the payroll schedule.

(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. 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, iPods and similar items.

(b) Specific standard concert attire required will be made known at the time of hiring. ARTISTS will be reimbursed up to \$100 per season for expenses related clothing, attire or dry cleaning. All expense receipts shall be submitted no later than 2 (two) weeks after the performance date. It is understood and agreed that all ARTISTS will provide their own standard concert attire (e.g. tuxedo, tails, or all black, long black, and/or white blouse). 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 and 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. 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 Basic 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.

(c) 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.

17. FILMING, RECORDING, BROADCASTING, TELEVISIONING, 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:

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

accordance with the terms of that agreement.

18. WORKER'S COMPENSATION

The EMPLOYER must carry at its expense adequate Worker's 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 or another.

19. FEDERAL SOCIAL SECURITY AND CALIFORNIA 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 California.

(b) Upon request of AGMA, the EMPLOYER shall disclose to AGMA evidence of the EMPLOYER's compliance with the provisions of Paragraphs 18, 19 and 20 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 ARTIST's Standard Artist's Contract, or the actual gross compensation paid to the ARTIST, whichever shall be the greater.

20. PAYMENT IN-LIEU-OF HEALTH BENEFITS

(a) EMPLOYER shall pay each artist an amount equal to nine percent (9%) of Gross Compensation* in lieu of health benefits contributions.

* GROSS COMPENSATION: The Term "Gross Compensation" for the purpose of this Section, shall mean all taxable income; provided, however, that per diem, meal money, clothing allowance, etc. shall not be considered as part of such gross earnings or gross compensation.

In the event the EMPLOYER enters into an agreement for services of an ARTIST (F/S/O agreement) to be furnished by a "loan-out company", (i.e., a corporation which is controlled by an ARTIST and which furnishes ARTIST'S services to others under an F/S/O agreement) compensation shall be based on the amount the EMPLOYER pays the loan-out company for furnishing the ARTIST'S services.

21. ARBITRATION

(a) INDIVIDUAL CONTRACT

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

(1) Should a dispute arise regarding the interpretation or application of the Individual Artists Agreement or other individual contract, either party may submit a grievance in writing to the other party and if the dispute cannot be settled within thirty (30) days the moving party may refer the matter to arbitration.

(2) Any controversy or claim arising out of or relating to this contract or the breach or interpretation thereof, shall be settled by arbitration. 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.

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

(b) BASIC AGREEMENT

(1) Should a dispute arise regarding the interpretation or application of this Basic Agreement, either party may submit a grievance in writing to the other party and if the dispute cannot be settled within thirty (30) days the moving party may refer the matter to arbitration.

(2) Any controversy or claim arising out of or relating to this contract or breach or interpretation thereof, shall be settled by arbitration.

(c) PLACE OF ARBITRATION

All arbitrations between the EMPLOYER and any ARTIST and/or between the EMPLOYER and AGMA shall take place in Los Angeles, California.

22. FORCE MAJEURE

It is agreed that if the EMPLOYER cannot perform because of fire, accident, strikes, riot, Act of God, war, the public enemy, 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. 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. 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. REPORTING TIME - REHEARSAL, PERFORMANCE

(a) ARTIST(S) shall be prepared to rehearse at written contracted scheduled time. ARTISTS will report for performance at call time.

(b) The EMPLOYER may call a sound check when the performance space is unavailable for rehearsal until shortly prior to performance time. 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.

25. TRAVEL

In the event that the ARTIST is required to travel beyond a five-mile radius of the Church, the Parties agree to meet and negotiate in good faith wages and other terms and conditions of employment regarding travel including but not limited to compensation for time spent in travel, cost of travel and hotel accommodations

If instrumentalists have been engaged and are covered by an American Federation of Musicians Agreement for the same rehearsals/performances, “favored nations” shall apply.

Commuting between ARTISTS’ homes and the Church is excluded from this paragraph.

SECTION III – ENGAGEMENT FEES

26. CONDITIONS OF EMPLOYMENT

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

Per Performance Rate	October 1, 2023- September 30, 2024 1% increase	October 1, 2024- September 30, 2025 2% increase	October 1, 2025- September 30, 2026 2% increase
	\$580.50	\$592.11	\$603.95
<i>REHEARSAL RATE*</i>	October 1, 2023- September 30, 2024	October 1, 2024- September 30, 2025	October 1, 2025- September 30, 2026 \$10 increase
	\$150/2.5 hours	\$150/2.5 hours	\$160/2.5 hours

*Additional rehearsals beyond 2.5 hrs. shall require a 30-minute break and payment of an additional \$50 per hour (paid in one-hour increments).

(b) Rehearsal Calls

(1) The Rehearsal Rate set forth above shall apply to any rehearsals for Music at Westwood concerts (orchestra dress rehearsals).

(2) All rehearsal calls shall be paid for a minimum of 2.5 hours.

(c) 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.

(d) ARTISTS shall be allowed twenty-minute (20) minute rest period within each 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.

(e) 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.

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

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

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

(i) The EMPLOYER agrees to furnish chairs for the ARTISTS for all rehearsals and performances. There shall be adequate heat, cooling, 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, it being understood that the Artistic Director will act in good faith and will understand that it is the intent of this provision that the ARTISTS be allowed to sit whenever possible.

(j) 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.

SECTION IV – UNION CREDIT

27. UNION CREDIT

The EMPLOYER agrees to provide sufficient space in each concert program to print the following text alongside the AGMA logo: “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”.

SECTION V - TERM OF AGREEMENT AND SIGNATURE

28. TERM OF THIS AGREEMENT

The term of this Basic Agreement shall commence on October 1, 2023, and shall terminate on September 30, 2026, provided that all contracts with ARTISTS which expire after that date shall be deemed subject to such new Basic Agreement as may be entered into between AGMA and the EMPLOYER for the next or succeeding seasons.

29. SEPARABILITY

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

30. NO WAIVER BY AGMA

The failure of AGMA or the EMPLOYER to insist upon the strict performance of any of the provisions of this Basic 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.

31. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Basic Agreement as of the date first above set forth.

THE AMERICAN GUILD OF
MUSICAL ARTISTS

MUSIC AT WESTWOOD

BY:

BY:

Sam Wheeler

TITLE: National Executive Director

TITLE:

Date: _____

Date: _____