# Hotel / Motel

**1. BMI GRANT**

BMI grants to LICENSEE, at the Licensed Premises, a non-exclusive license to publicly perform or cause the public performance of all the musical works of which BMI controls the rights to grant public performance licenses during the Term. This license does not include:

(a) Dramatic Rights, the right to perform Dramatico-musical Works in whole or in substantial part, or the right to use the musical works in any context which constitutes the exercise of "grand rights";

(b) the right to publicly perform BMI musical works by broadcast, telecast, cablecast or other electronic transmission (including by satellite, the Internet or on-line service) of the performances to persons outside the Licensed Premises;

(c) the right to perform music by means of any coin-operated phonorecord player as defined in the Copyright Act ("Jukebox") where a Jukebox License Office ("JLO") agreement may be obtained for such Jukebox, or, by any coin-operated digital music service that does not qualify as a Jukebox;

(d) the right to publicly perform music by any commercial music service;

(e) the right to perform musical works as part of industrial or trade shows, expositions, or business presentations at the Licensed Premises;

(f) the right to perform music at a premises, whether or not on the Licensed Premises (as defined below), in theme/amusement parks; or

(g) the right to perform BMI musical works contained in pay-per-view television programming.

BMI may withdraw from the works licensed hereunder any musical work as to which any legal action has been instituted or claim made that BMI does not have the right to license the public performances of that work.

**2. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS**

(a) BMI shall have the right to require such reasonable data or information relating to (1) the annual expenditures for Live Music and Entertainment Costs, (2) Recorded Music at the Licensed Premises as provided by this Agreement, in addition to that furnished pursuant to Paragraph 15, as may, in BMI's discretion, be necessary in order to ascertain the Annual License Fee.

(b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.

(c) BMI may conduct an audit pursuant to this Paragraph for a period not to exceed three calendar years preceding the year in which the audit is made. In the event such audit reveals a deficiency, then BMI may conduct an audit for the additional preceding three calendar years. In the event LICENSEE, after written notice from BMI, refuses to permit an audit, or refuses to produce the books and records of account of LICENSEE necessary to verify the statements and reports required hereunder, BMI shall not be restricted to the time limitation set forth herein. BMI shall have the right to audit for periods licensed under the previous license agreements between BMI and LICENSEE, provided, however, BMI shall be limited to three years or six years (as the case may be) for all audits under said license agreements.

(d) In the event BMI conducts an audit of LICENSEE, and such audit reveals that LICENSEE underpaid license fees to BMI to the extent of ten percent (10%) or more, then LICENSEE shall pay a late payment charge on the additional license fees due as of a result of the audit(s) only of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid pursuant to this Agreement.

If such audit reveals that LICENSEE underpaid license fees to the extent of less than ten percent (10%) then LICENSEE shall pay the same late payment fee, as provided above, if payment is not made to BMI by LICENSEE within sixty (60) days after BMI demands payment of said licensee fees found due as a result of the audit(s).

**3. DISCONTINUANCE**

In the event that LICENSEE discontinues the use of all live and recorded music at the premises during the Term of this Agreement and so notifies BMI in writing, within sixty (60) days after receipt of such notice an adjustment shall be made by BMI for that partial calendar year, provided that, in the case of live music, LICENSEE has submitted a statement of Costs incurred up to the date of discontinuance. In no event, however, shall any such adjusted live music license fee be less than the lowest listed license fee on Schedule A for the year of discontinuance or any such adjusted recorded music license fee, which shall be a proration of the full year's license fee, be less than the lowest license fee on Schedule B or Schedule C, whichever is applicable to LICENSEE, for the year of discontinuance. LICENSEE shall not be obligated to make future payments to BMI thereafter for the discontinued music (provided the balance of any previously due license fee has been paid) until such time as LICENSEE shall resume the use of such music at the premises, and LICENSEE agrees to send written notice of any resumption to BMI within thirty (30) days thereof. Such resumption shall be treated in all respects as though the Term of this Agreement had commenced on the date of resumption. If LICENSEE discontinues the use of either live or recorded music, but not both, the provisions of this Agreement shall continue to be applicable to that music which continues to be used at the premises. The term "discontinuance" as used herein shall mean the total abandonment, rather than a seasonal or periodic cessation, of the use of music and entertainment. Notwithstanding such discontinuance, LICENSEE agrees to continue to furnish to BMI statements as provided in Paragraph 15 hereof unless or until this Agreement has been canceled.

**4. LATE PAYMENT AND SERVICE CHARGES**

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than sixty (60) days after the due date. BMI may impose a $25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI. For the applicable late payment charges which may result from audits, see Paragraph 2 of this Agreement.

**5. BMI COMMITMENT TO CUSTOMER / INDEMNITY**

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

**6. SALE OR CESSATION OF OPERATIONS OF LICENSED PREMISES**

In the event that LICENSEE sells the Licensed Premises or close the business during the Term of this Agreement and LICENSEE sends BMI written notice by certified mail within thirty (30) days of the sale or closing and include annual reports pursuant to subparagraph 15(a) of this Agreement for the year in which the sale or closing occurred, BMI will adjust LICENSEE's fees *pro rata* from the date of sale or closing, and will refund to LICENSEE any unearned license fees paid hereunder. If LICENSEE does not timely notify BMI in accordance with this Paragraph prior to the end of the contract year in which the sale or closing occurred and file the outstanding annual reports, this Agreement will remain in effect for the entire year, and LICENSEE will be responsible for the entire Annual Fee due to BMI hereunder. Estimated License Fees and payments for any period in which required reports have not been filed shall be deemed final in accordance with subparagraph 15(d) of this Agreement. In no event shall the total annual license fee payable under this Agreement be less than the minimum annual fee as set forth in this Agreement.

7. **BREACH OR DEFAULT / WAIVER**

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

8. **CANCELLATION OF ENTIRE CATEGORY**

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days' advance written notice.

9. **ARBITRATION**

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. **NOTICES**

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. **ASSIGNMENT**

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

12. **GOVERNING LAW / MISCELLANEOUS**

This Agreement, its validity, construction and effect, will be governed by the laws of the State of New York other than its choice of law provisions. The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by both parties.

13. **DEFINITIONS**

(a) **Licensed Premises** shall mean the hotel or motel premises, located at the United States Business Address listed on the last page of this Agreement (and "hotel" shall be used hereafter in this Agreement to mean either hotel or motel), including all public rooms or public areas directly on the hotel premises, except that for purposes of Recorded Music performances, Licensed Premises will be limited to include only those restaurants, nightclubs, casinos and shops that are owned and/or operated by the LICENSEE and on the hotel premises. Licensed Premises shall not include theme/amusement parks whether on the hotel premises or not.

(b) **Live Music and Entertainment Costs** (herein sometimes referred to as "Costs") shall mean all expenditures of every kind and nature (whether in money or any other form of consideration) made by LICENSEE or on LICENSEE's behalf, for all live music and entertainment in connection with LICENSEE's activities on the Licensed Premises.

(i) Such Costs shall include the agreed value of room and board and any other accommodations or services which are made available to any person or entity as part of the consideration for their rendering or presenting entertainment services in connection with LICENSEE's activities. For purposes of this Agreement, the agreed value of accommodations or services shall be deemed to be one-half of the prevailing rate charged to LICENSEE's guests for similar accommodations or services.

(ii) Such Costs shall exclude: (1) any costs by LICENSEE in connection with a production incorporating performances of Dramatico-musical Works as defined in subparagraph 13(j), including costs for rights acquisition and payments to performers and technicians, provided that the performance of all musical compositions in the production is dramatic and LICENSEE provides BMI upon request a copy of any agreements between LICENSEE and the owners of Dramatic Rights of the works in the production establishing that LICENSEE has obtained authorization for dramatic performance and (2) costs of services of a disc jockey, video jockey or other services in connection with a Discotheque or any entertainment services rendered by LICENSEE's regular employees, except to the extent that such employees shall be engaged primarily for the purposes of rendering entertainment services.

(c) **Recorded Music** shall mean the performance of music by mechanical or electronic devices, which include, but are not limited to, compact discs (CDs), tapes, records and free-play jukeboxes, and by the reception of broadcast audio transmissions on receiving apparatus and amplification thereof for public performance. Such performances may not be reproduced other than by loudspeakers located only on the Licensed Premises. Recorded music does not include performances by means of a coin-operated phonorecord player (jukebox) licensable by the JLO.

(d) **Rooms** shall mean the total number of guest rooms at the Licensed Premises.

(e) **Dancing** shall mean allowing patrons, performers or employees to dance, at any time, to live or recorded music anywhere on the Licensed Premises.

(f) **Cover, Minimum or Admission Charge** shall mean payment including, but not be limited to, minimum required purchases to enter or remain anywhere in the Licensed Premises.

(g) **Shows or Acts** shall include, but not be limited to, the use of a disc jockey, video jockey, master of ceremonies, or comedian or similar vocal commentary to patrons, or the use of special visual effects commonly associated with nightclubs, including, but not limited to, special lighting effects other than normal hotel or cocktail lounge illumination, "light shows", smoke or fog machines, or special moving visual or artistic constructs used as part of such entertainment.

(h) **Audio-visual Performances** shall mean audio-visual performances of recorded music (including, but not limited to large screen televisions, karaoke), unless exempt under 17 U.S.C. § 110(5).

(i) **Dramatic Rights** shall include, but not be limited to, performance of a "dramatico-musical work" in its entirety; performance of one or more musical compositions from a "dramatico-musical work" accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual presentation; performance of a concert version a "dramatico-musical work".

(j) **Dramatico-musical Works** for purposes of this Agreement only, shall include, but not be limited to, a musical comedy, opera, ballet or play with music.

14. **FEES**

(a) LICENSEE shall pay to BMI an annual fee as determined by the BMI Hotel/Motel License Fee Calculation, as follows:

(1) The Estimated License Fee for the initial contract year calculated pursuant to the License Fee Calculation Worksheet (Page 4) is due and payable in full upon signing of the Agreement. The Estimated License Fee for each subsequent calendar year shall be the Actual License Fee for the prior year and shall be due and payable on January 20th of each year during the Term of this Agreement. The Actual License Fee for the prior year (based on actual Costs and music use for each year) shall also be due on the 20th of January of each calendar year with LICENSEE's completed statement pursuant to Paragraph 15, "Reporting".

(2) LICENSEE may be entitled to a **one percent (1%) discount** in LICENSEE's license fees if, as verified by BMI, LICENSEE is a member of The American Hotel & Lodging Association ("AH&LA"). By accepting this discount, LICENSEE acknowledges that it is not eligible to receive any other BMI trade association discount.

(3) If the initial period of the Term is a partial calendar year, LICENSEE's Costs for such initial period shall be determined by multiplying its average monthly Costs in such partial calendar year by twelve (12), and the applicable license fee for both live music and entertainment and recorded music shall be prorated on a monthly basis.

(4) The license fee for each calendar year of the Term (other than an initial partial calendar year) in which any live music and entertainment are performed in connection with LICENSEE's activities at the premises shall be not less than the lowest fee provided on Schedule A for such year.

(5) For the first contract year of this Agreement, the Schedule A "Bracket of Annual Live Music and Entertainment Costs" to be used to determine the applicable license fee shall be that bracket which would have been applicable for the twelve (12) month period immediately preceding the commencement date of this Agreement (herein called the "prior year"). If LICENSEE operated with a policy of live music and entertainment for less than the full prior year, the applicable Schedule A bracket shall be deemed to be that which includes the amount equal to twelve (12) times LICENSEE's average monthly Costs during such partial prior year. If LICENSEE did not offer live music and entertainment during any part of the prior year, the applicable Schedule A bracket shall be that which includes the amount equal to twelve (12) times LICENSEE's actual (or estimated) costs during the first full month live music and entertainment was (or will be) offered during the Term.

(6) Upon request, payment of the Estimated License Fee may be made in quarterly installments, provided that the account is current and said quarterly installments are made no later than twenty (20) days after the start of each quarterly period. If any quarterly payment is not received by the 90th day after such payment is due, the option to make quarterly payments under this Agreement shall immediately terminate for the remainder of this Agreement, and the balance of the then-current year's Estimated License Fee will immediately become due and payable. Any subsequent Estimated License Fees shall then be paid pursuant to subparagraph 14(a)(1).

(b) The Annual License Fees in Schedules A, B and C for each calendar year shall be the license fee for the preceding calendar year, adjusted in accordance with the increase or decrease in the United States Consumer Price Index (Urban, All Items) between the preceding October and the next preceding October, rounded to the nearest dollar. BMI shall advise LICENSEE in writing of these adjustments as part of its annual billing process.

(c) In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from LICENSEE, LICENSEE agrees to pay to BMI the full amount of such tax together with fee payment(s) as invoiced by BMI; provided, however, that BMI shall make reasonable efforts to be exempted or excused from paying such tax, and BMI is permitted by law to pass through such tax to LICENSEE.

15. **REPORTING**

(a) On or before the 20th day of January following each calendar year of this Agreement, LICENSEE shall furnish BMI (on forms to be supplied by BMI) with a statement, certified either by an officer or by the auditor of LICENSEE, which shall include the following information for such calendar year: (1) the hotel establishments including restaurants, nightclubs and non-restaurant, non-nightclub establishments LICENSEE is including in this Agreement, under the definition of Licensed Premises, pursuant to the limitations set forth in

Paragraph 13; (2) the total Actual Live Music and Entertainment Costs for the prior calendar year; (3) if Recorded Music was performed, the number of guest rooms on the Licensed Premises, whether dancing is permitted, whether a cover, minimum or admission charge is made, whether shows or acts are presented and whether audio-visual performances take place.

(b) If the Actual License Fee for any prior calendar year due BMI is greater than the Estimated License Fee already paid by LICENSEE to BMI for the prior calendar year (or part thereof), LICENSEE agrees to pay to BMI an amount equal to the difference between the Actual and the Estimated License Fees together with its certified statement pursuant to subparagraph 15(a).

(c) If the Actual License Fee due BMI is less than the Estimated License Fee already paid to BMI during the prior calendar year (or part thereof), BMI agrees to credit the difference to the account of LICENSEE and if such difference shall occur during the last calendar year of the Term, BMI agrees to refund the same.

(d) If LICENSEE fails to submit to BMI the annual report(s) required by Paragraph 3 and subparagraph 15(a), BMI shall have the right to assess a reasonable Estimated License Fee for such contract year. BMI shall give written notice to LICENSEE of the fee calculated. LICENSEE shall have ninety (90) days after such written notice by BMI to submit the report. If BMI does not receive from LICENSEE the report within those 90 days, BMI and LICENSEE agree that BMI's Estimated License Fee shall then be established as the Actual License Fee for the year unreported by LICENSEE. BMI and LICENSEE further agree that such established Actual License Fee (subject to adjustment by audit) shall also become the Estimated License Fee for the following contract year. LICENSEE agrees to waive its right to file its report for any contract year in which BMI's Estimated License Fee becomes the Actual License Fee.

**16. TERM OF AGREEMENT**

**Term** shall mean the period beginning on _____ and ending on December 31, 2018. Thereafter, this Agreement will automatically renew for additional one-year periods, unless timely cancelled. This Agreement may be cancelled as of December 31, 2018 or December 31 of any additional one-year period by either party on thirty (30) days' advance written notice.

## SCHEDULE A - LIVE MUSIC AND ENTERTAINMENT FEE*

| Bracket of Annual Live Music and Entertainment Costs | Annual License Fee for Calendar Year* 2018 | Bracket of Annual Live Music and Entertainment Costs | Annual License Fee for Calendar Year* 2018 |
|---|---|---|---|
| Less Than $2,000.00 | $238 | $250,000.00 to $299,999.99 | $8,983 |
| $2,000.00 to $4,999.99 | $330 | $300,000.00 to $349,999.99 | $9,788 |
| $5,000.00 to $9,999.99 | $497 | $350,000.00 to $399,999.99 | $10,877 |
| $10,000.00 to $14,999.99 | $651 | $400,000.00 to $449,999.99 | $11,423 |
| $15,000.00 to $24,999.99 | $979 | $450,000.00 to $499,999.99 | $12,238 |
| $25,000.00 to $34,999.99 | $1,303 | $500,000.00 to $599,999.99 | $13,004 |
| $35,000.00 to $49,999.99 | $1,621 | $600,000.00 to $749,999.99 | $14,190 |
| $50,000.00 to $64,999.99 | $1,938 | $750,000.00 to $999,999.99 | $16,553 |
| $65,000.00 to $79,999.99 | $2,449 | $1,000,000.00 to $1,499,999.99 | $18,918 |
| $80,000.00 to $99,999.99 | $3,263 | $1,500,000.00 to $1,999,999.99 | $21,284 |
| $100,000.00 to $119,999.99 | $4,082 | $2,000,000.00 to $2,999,999.99 | $23,652 |
| $120,000.00 to $139,999.99 | $4,896 | $3,000,000.00 to $3,999,999.99 | $26,013 |
| $140,000.00 to $159,999.99 | $5,712 | $4,000,000.00 to $4,999,999.99 | $30,742 |
| $160,000.00 to $179,999.99 | $6,527 | $5,000,000.00 to $5,999,999.99 | $34,290 |
| $180,000.00 to $199,999.99 | $7,344 | $6,000,000.00 to $6,999,999.99 | $42,567 |
| $200,000.00 to $249,999.99 | $8,157 | $7,000,000.00 and over | $44,459 |

* CPI adjustment per subparagraph 14(b)

## SCHEDULE B

### RECORDED MUSIC ONLY FEE (NO LIVE MUSIC PERFORMED)*

| **1.** (a) **No** Dancing; (b) **No** Cover, Minimum or Admission Charge; **and** (c) **No** Shows or Acts ** | | |
|---|---|---|
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 – 100 | $385 | $577 |
| 101 – 300 | $456 | $684 |
| 301 – 500 | $529 | $797 |
| 501 – 750 | $705 | $1,060 |
| Over 750 | $940 | $1,408 |
| **2. One of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; or (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 – 100 | $511 | $768 |
| 101 – 300 | $704 | $1,058 |
| 301 – 500 | $1,065 | $1,597 |
| 501 – 750 | $1,408 | $2,113 |
| Over 750 | $1,872 | $2,810 |
| **3. Two of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; or (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 – 100 | $704 | $1,058 |
| 101 – 300 | $1,065 | $1,597 |
| 301 – 500 | $1,580 | $2,368 |
| 501 – 750 | $2,109 | $3,264 |
| Over 750 | $2,806 | $4,212 |
| **4. All of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; **and** (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 – 100 | $1,171 | $1,756 |
| 101 – 300 | $1,809 | $2,716 |
| 301 – 500 | $2,425 | $3,644 |
| 501 – 750 | $3,025 | $4,540 |
| Over 750 | $4,025 | $6,037 |

## SCHEDULE C

### RECORDED MUSIC FEE (LIVE *AND* RECORDED MUSIC USED)*

| **1.** (a) **No** Dancing; (b) **No** Cover, Minimum or Admission Charge; **and** (c) **No** Shows or Acts ** | | |
|---|---|---|
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 - 100 | $223 | $339 |
| 101 - 300 | $272 | $412 |
| 301 - 500 | $320 | $479 |
| 501 - 750 | $423 | $643 |
| Over 750 | $569 | $853 |
| **2. One of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; or (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 - 100 | $305 | $457 |
| 101 - 300 | $423 | $643 |
| 301 - 500 | $554 | $834 |
| 501 - 750 | $723 | $1,089 |
| Over 750 | $961 | $1,446 |
| **3. Two of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; or (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 - 100 | $423 | $643 |
| 101 - 300 | $557 | $834 |
| 301 - 500 | $789 | $1,184 |
| 501 - 750 | $1,151 | $1,728 |
| Over 750 | $1,532 | $2,298 |
| **4. All of:** (a) Dancing; (b) Cover, Minimum or Admission Charge; **and** (c) Shows or Acts** | | |
| **No. of Rooms** | **2018 (Without AV)** | **2018 (With AV)** |
| 1 - 100 | $1,171 | $1,756 |
| 101 - 300 | $1,796 | $2,716 |
| 301 - 500 | $2,409 | $3,644 |
| 501 - 750 | $3,003 | $4,540 |
| Over 750 | $4,001 | $6,037 |

* CPI adjustment per subparagraph 14(b)

** See definitions – Paragraph 13

# BMI HOTEL / MOTEL ANNUAL LICENSE FEE CALCULATION WORKSHEET

| | | |
|---|---|---|
| **ENTER NUMBER OF GUEST ROOMS AT LICENSEE'S PREMISES……..** | | |
| **Section I: Live Music and Entertainment Fee** *(COMPLETE IF LICENSEE USES LIVE MUSIC AND ENTERTAINMENT)* | | |
| **(a) Enter LICENSEE's Live Music and Entertainment Costs for the services of musicians and other entertainers (such as karaoke hosts, emcees, dancers, disc or video jockey services, etc.) for the prior year……** | **1.** | $ |
| **(b) Based on Live Music and Entertainment Costs on Line 1, enter appropriate Annual License Fee from Schedule A…….** | **2.** | $ |
| **Section II: Live and Recorded Music Fee** *(COMPLETE **ONLY** IF FEE IS INDICATED IN SECTION I ABOVE)* | | |
| **(c) Check uses of recorded music other than background use:** ☐ Dancing ☐ Cover, Minimum or Admission Charge ☐ Shows or Acts ***Please specify:*** DJ ___ VJ ___ Karaoke Hosts ___ Other (Comedians, Emcees, etc.) _____ | | |
| **(d) Check other uses of recorded music below:** CDs ___ Tapes ___ Records ___ Radio ___ Free-play Jukebox ___ Music-On-Hold ___ | | |
| **(e) Indicate uses of audio-visual:** Karaoke _____ (yes or no) **No. of TV's in:** Lounge ___ Lobby ___ Restaurant ___ Other ___ No. of TV's over 55" ___ | | |
| **(f) Based on the number of rooms entered above and the number of boxes checked in (c), enter appropriate fee from Schedule C** | **3.** | $ |
| **Section III: Recorded Music Only Fee** *(COMPLETE IF LICENSEE HAS **NO** LIVE MUSIC OR ENTERTAINMENT)* | | |
| **(g) Check uses of recorded music other than background use:** ☐ Dancing ☐ Cover, Minimum or Admission Charge ☐ Shows or Acts ***Please specify:*** DJ ___ VJ ___ Karaoke Hosts ___ Other (Comedians, Emcees, etc.) _____ | | |
| **(h) Check other uses of recorded music below:** CDs ___ Tapes ___ Records ___ Radio ___ Free-play Jukebox ___ Music-On-Hold ___ | | |
| **(i) Indicate uses of audio-visual:** Karaoke _____ (yes or no) **No. of TV's in:** Lounge ___ Lobby ___ Restaurant ___ Other ___ No. of TV's over 55" ___ | | |
| **(j) Based on the number of rooms entered above and the number of boxes checked in (g), enter appropriate fee from Schedule B** | **4.** | $ |
| **ESTIMATED LICENSE FEE** (Add Line 2 and Line 3 or, if no Live Music or Entertainment, enter Total from Line 4)…….. | **5.** | $ |
| **IF AH&LA MEMBER, INSERT MEMBER # _____, DEDUCT THE 1% AH&LA DISCOUNT (SUBPARAGRAPH 14(a)(2)) FROM ESTIMATED ANNUAL LICENSE FEE AND ENTER ON LINE TO RIGHT……** | **6.** | $ |

**The Estimated License Fee for each contract year subsequent to the first contract year of the Term hereof shall be the Actual License Fee reported by LICENSEE for the prior calendar year, pursuant to Paragraph 15 hereof.**

## AGREEMENT

AGREEMENT, made at New York, N.Y. on *(Date will be entered by BMI upon execution)* _____ between BROADCAST MUSIC, INC., (herein "BMI"), a State of Delaware corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 and the legal or trade name described below and referred to herein as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

**PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT WITH YOUR CHECK TO: BMI, 10 MUSIC SQUARE EAST, NASHVILLE, TN 37203**

| **ENTER LEGAL NAME** | **LICENSED PREMISES** |
|---|---|
| *(Name of Corporation, Partnership, or Individual Owner)* | *(Street Address)* |
| **ENTER TRADE NAME** | *(City)* *(State)* *(Zip)* |
| | *(Telephone Number)* *(Fax Number)* |
| *(Doing business under the name of)* | *(Contact Name)* *(Title)* |
| | *(Email Address)* *(Web Address)* |
| **CHECK APPROPRIATE BOX AND COMPLETE** | **MAILING ADDRESS** |
| ☐ Individual Ownership | *(Street Address)* |
| ☐ LLC ☐ Corporation _____ *(State of incorporation, if different from Licensed Premises)* | *(City)* *(State)* *(Zip)* |
| ☐ LLP ☐ Partnership _____ *(Enter names of partners)* | *(Telephone Number)* *(Fax Number)* |
| ☐ Other _____ Fed. Tax ID# _____ | *(Contact Name)* *(Title)* |

| **TO BE COMPLETED BY LICENSEE** | **FOR ADMINISTRATIVE USE ONLY** |
|---|---|
| **By signing this Agreement you agree that the foregoing is a true and accurate representation of your Music Policy.** I have read and have understood all of the terms and conditions herein and my signature below is evidence of this. ***(SIGN HERE – PLEASE INCLUDE PAYMENT)*** | **TO BE COMPLETED BY BMI** BROADCAST MUSIC, INC. |
| _____ Signature | |
| _____ Print Name / Title | |

| **FOR BMI USE ONLY** | |
|---|---|
| | |
| **Account No.** | **COID** |