# Music License for Business Multiple Use

**1. DEFINITIONS**

(a) Location: each premises operated and owned or leased by you or your subsidiaries which is used primarily as an executive or general office or as an industrial facility as listed or to be listed on Schedule A.
(b) Executive or general office: a location where LICENSEE conducts its managerial or administrative functions.
(c) Industrial facility: a premises used for manufacturing plant or warehouse and related purposes.
(d) Off-site location: a premises other than the location address under the location's sole control and attended solely by the location's employees, their families and social acquaintances, and intra-corporate invitees.
(e) Employees: all full-time and part-time persons employed at a location.
(f) Subsidiary: an entity wholly-owned by LICENSEE.

**2. BMI GRANT**

BMI grants you a non-exclusive license to perform or allow to be performed at the licensed locations and off-site locations all musical works of which BMI shall have the right to grant public performance licenses during the Term of this Agreement. This grant of rights includes but is not limited to music performed: (1) over telephones in the form of music-on-hold; (2) as live music or recorded background music; (3) in fitness and aerobics facilities; (4) in audiovisual presentations in business meetings; (5) over teleconferencing at the licensed locations; (6) in television and radio programming received by LICENSEE on the locations; and (7) performances of music by interactive software, whether (a) delivered by media such as CD-ROM, CD-I, diskette or cartridge, or (b) rendered by multimedia hardware, such as computer-driven handheld devices.

This license does not include: (a) the right to present the music in any way which may be a use of the "grand rights;" (b) the right to broadcast, telecast, cablecast or otherwise transmit the performances outside of the licensed locations, except to the extent that music on telephone hold lines originating at a licensed location is audible at remote premises on telephone lines as part of "music-on-hold;" (c) performances of music by a jukebox; (d) any performance of music by interactive software, delivered by on line service, such as interactive cable, interactive TV, computer network, telephone or satellite. In all cases the term "premises" shall specifically exclude (1) any retail establishment owned or leased by LICENSEE; (2) any location which is used by LICENSEE for a trade show, convention or exposition; and (3) any hospital or similar facility.

LICENSEE may be responsible for securing other rights including, but not limited to, synchronization and mechanical rights.

BMI may withdraw from the license your right to perform any musical work as to which a legal action has been brought or a claim made that BMI does not have the right to license the work or that the work infringes another work.

**3. INDEMNITY BY BMI**

BMI agrees to indemnify you, your officers and employees against any and all claims that may be made against you with respect to the performance of any music licensed under this Agreement at the time of your performances. You agree to give BMI immediate notice of any claim, to deliver to BMI any related papers and to cooperate with BMI in the matter, of which BMI will be in full charge. BMI will, upon reasonable written request, advise you whether specific musical works are available for performance, if you provide the title and the writer/composer of each musical work.

**4. BREACH OR DEFAULT/WAIVER**

If there is any breach or default by you of this Agreement, BMI will have the right to cancel it, but the cancellation will become effective only if the breach or default continues thirty (30) days after the date of BMI's written notice to you. The right to cancel is in addition to any other remedies which BMI may have. BMI may enforce any of its rights under this Agreement at any time even if it has not done so earlier.

**5. ARBITRATION**

All disputes of any kind arising in connection with the terms of this Agreement shall be submitted to the American Arbitration Association in New York, New York under its rules then in effect. The arbitrators will be selected as follows: each of us will, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days after such notice by one of us, the other one does not, by written notice, appoint another arbitrator, the first arbitrator will be the only arbitrator. However, if we each appoint an arbitrator, the two arbitrators will appoint a third arbitrator. If ten (10) days pass after the second arbitrator's appointment and the two arbitrators cannot agree upon the third arbitrator, then either of us may, in writing, request the American Arbitration Association to appoint the third arbitrator. The arbitration award shall be entirely binding on both of us and judgment may be entered in any appropriate court. The award shall include an amount for the costs, expenses and attorneys' fees of arbitration, which shall be paid by the losing party.

## Schedule A

Name and address of each location for which a fee is paid, and highest number of employees at that location.

| Locations DBA | Address | City | State | Zip | Highest # of employees for the report year | Subsidiary name (If Applicable) |
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**Total Employees:**

**IF MORE SPACE REQUIRED, ATTACH SHEET(S)**

**Enter Total here and on Page 3 of this Agreement in space provided.**

**6. NOTICES**

Any notices to be given are to be in writing and will be deemed given on the day they are sent by ordinary first-class U.S. mail to the other of us, at its mailing address stated, or any different address which either of us later designates in writing. Any notices you send to BMI will be addressed to the attention of the Licensing Department. Any notices BMI sends to you will be addressed to the attention of the person signing this Agreement for you unless you advise BMI to address notices to someone else.

**7. FEES**

(a) You agree to pay BMI for each employee for the first year of this Agreement fees as follows:

**LICENSE FEE SCHEDULE**

**NOTE: The tiers are successive, not cumulative. For example, 800 employees would be covered by 250 in the first tier, 250 in the second tier and 300 in the third tier.**

| NUMBER OF EMPLOYEES | FEE PER EMPLOYEE |
|---|---|
| First 250 | 86 cents |
| 251 - 500 | 68 cents |
| 501 - 10,000 | 51 cents |
| 10,001 - 20,000 | 44 cents |
| 20,001 - 75,000 | 36 cents |
| 75,001 and Over | 24 cents |

(b) Subject to Subparagraphs 7 (a), (c), (d) and Paragraph 8, you agree to pay to BMI for each contract year an estimated fee as an advance of the actual fee. Based upon your projection, you estimate that your highest number of employees at all of the locations listed on Schedule A during the first contract year will be _____ and your estimated fee will be _____.
**The minimum annual fee for 2018 is $213.**

The first annual fee is due within 30 days of your signing this Agreement.

(c) The amount of the fee per employee and minimum fee for the second and subsequent contract years of this Agreement shall be an adjustment of the first year's fee per employee and minimum fee based upon the percentage increase or decrease in the United States Consumer Price Index (National, All Items) between September 2017 and September of the year preceding each anniversary date of this Agreement. The license fees based upon the number of employees shall be computed to the nearest cent and the minimum fee to the nearest dollar. BMI will advise you in writing of the amount of each new fee.

(d) The estimated fee for the second and following contract years will be the actual fee for the previous contract year and will be due and payable no later than 30 days after the beginning of each contract year.

**8. REPORTING**

(a) At the same time as the payments required by Paragraph 7 are due, you agree to furnish BMI (on forms available from BMI) with a report, certified either by an officer or by your auditor, setting forth any information regarding the subject matter of this Agreement which BMI may reasonably require, including, without limitation:

(i) the highest number of employees for the year reported at each licensed location;

(ii) the name and address of each location for which a fee is paid;

(iii) the name and address of each subsidiary and the locations of that subsidiary to be licensed hereunder

(b) If, after processing the annual report, the actual fee is greater than the license fee already paid by you for the contract year, you agree to pay BMI the difference, within (30) days of the mailing by BMI to you of an adjusted statement.

(c) If, after processing the annual report, the actual fee is less than the license fee already paid by you to BMI for the contract year, BMI agrees to credit the difference between the actual and estimated license fees to your account, and if such adjustment occurs in the last contract year of the Agreement, BMI shall refund said sum promptly.

**9. CANCELLATION OF ENTIRE CATEGORY**

BMI shall have the right to cancel this 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.

**10. OFFER OF COMPARABLE AGREEMENT**

If BMI, during the Term of this Agreement and for the same class and category as yours, issues licenses granting rights similar to those in this Agreement on a more favorable basis, BMI will, for the rest of the Term, offer you a comparable agreement.

**11. MISCELLANEOUS**

This Agreement is our entire understanding, will not be binding until signed by both of us, and no waiver or change will be valid unless in writing and signed by us. This Agreement is signed by the authorized representatives of each of us. Your rights are not assignable. This Agreement, its validity, construction and effect, will be governed by the laws of the State of New York. The fact that any parts of the Agreement may be found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other parts. The headings are for convenience only and are not a part of the Agreement.

**12. TERM OF AGREEMENT**

The first Term of this Agreement begins on the first day of *(month/year)* _____ and ends on the last day of *(month/year)* _____ (a "contract year"). It will continue annually unless cancelled by either you or BMI at the end of the first Term or any following one (1) year Term by giving thirty (30) days advance written notice to the other of us.

## AGREEMENT

THIS AGREEMENT made and entered into on *(Date will be entered by BMI upon execution)*_____ between BROADCAST MUSIC, INC., a corporation with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, herein referred to as BMI, ***and the entity described below and herein referred to as LICENSEE***.

| **LEGAL NAME** | **LICENSED PREMISES** |
|---|---|
| *(Name of Corporation, Partnership, or Individual Owner)* | *(Street Address)* |
| **TRADE NAME** | *(City)* *(State)* *(Zip)* |
| *(Doing business under the name of)* | *(Telephone Number)* *(Fax Number)* |
| **PLEASE CHECK APPROPRIATE BOX** | *(Contact Name)* *(Title)* |
| ☐ Individual Ownership | *(Email Address)* *(Web Address)* |
| ☐ LLC ☐ Corporation _____ *(State of Incorporation, if different from Licensed Premises)* | **MAILING ADDRESS** **(if different from Licensed Premises)** |
| ☐ LLP ☐ Partnership _____ *(Enter names of partners)* | |
| ☐ Other _____ | *(Street Address)* |
| Federal Tax ID No. _____ | *(City)* *(State)* *(Zip)* |
| **GOVERNMENT ENTITIES** **(if applicable, please check one)** | *(Telephone Number)* *(Fax Number)* |
| ☐ Federal ☐ State _____ *(State)* | *(Contact Name)* *(Title)* |
| ☐ Local _____ *(Municipality/City and State)* | *(Email Address – if different from above)* |

| **TO BE COMPLETED BY LICENSEE** | **FOR ADMINISTRATIVE USE ONLY** **TO BE COMPLETED BY BMI** BROADCAST MUSIC INC. |
|---|---|
| By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. ***(SIGN HERE – PLEASE INCLUDE PAYMENT)*** | |
| Signature | |
| Print Name / Title | |
| Signatory Email Address* *(if different from above)* | |
| ***In order to receive a copy of your executed Agreement, please provide the email address of the Signatory.** | |

| **FOR BMI USE ONLY** | **36C** | **LI-2017/NOV** |
|---|---|---|
| | | **EFFECTIVE: January 2018** |
| **ACCOUNT NO.** | **COID** | |

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