# Music License for RV Parks and Campgrounds
## - Multiple Use License -

**1. DEFINITIONS**

(a) **Licensed Premises** shall mean each RV park or campground owned or operated by LICENSEE, limited to outdoor property divided into individual sites used for Camping and/or RVing and including any recreational and administrative structures located at such facilities. This Agreement specifically excludes properties which have more than fifty percent (50%) Fixed Structures, as defined below, including hotels/motels, mixed-use communities (i.e.; active life style or resort communities consisting primarily of manufactured homes and/or other types of permanent or semi-permanent structures), even if these properties also offer limited RV accommodations on the premises. Such facilities will be licensed pursuant to other BMI Music Licenses.

(b) **Camping and/or RVing** shall mean temporary living in the outdoors with the aid of shelter consisting of a tent, pop-up trailer, travel trailer, truck camper, motor home, van, recreational trailer, recreational vehicle, teepee, yurt, camping cabin, or similar temporary shelter.

(c) **Fixed Structures** shall mean units owned or managed by LICENSEE and available for rent to the public on a temporary basis, consisting of cabins, manufactured homes, recreational trailers (commonly known in the industry as park models), teepees, yurts, or other similar type units that are not readily transportable without the aid of a commercial-type hauler. The Fixed Structures threshold outlined in Paragraph 1(a) above shall apply to individually owned units occupying leased or rented spaces on a monthly or greater basis.

(d) **Campsites** shall mean the maximum number of tents, recreational vehicles or similar transportable lodging places available at Licensed Premises.

(e) **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. In the event any services are performed by LICENSEE's staff, Costs shall include a percentage of the staff person's consideration for his or her services as relates to time given to entertainment services in proportion to other services. 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. In the event that the value of such accommodations are not customary, 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.

**2. BMI GRANT**

BMI hereby grants to LICENSEE a non-exclusive license to publicly perform, present or cause the public performance of all musical works both live and recorded of which BMI shall have the right to grant public performance licenses during the term hereof at the Licensed Premises. This license does not authorize or include:

(a) dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein;

(b) the right to broadcast, telecast, cablecast or otherwise transmit the performances licensed hereunder to persons outside of the Licensed Premises;

(c) performances of music by means of a coin-operated phonorecord player (jukebox);

(d) the performance of BMI affiliated music at any hotel or motel situated on the Licensed Premises, whether or not such facility is owned or operated by LICENSEE; or

(e) any performances of music at concerts or other musical attractions where a separate admission charge is made or where the general public may be admitted.

BMI may withdraw from the license LICENSEE's 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, save harmless, and defend LICENSEE, LICENSEE's 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 licensed under this Agreement at the time of LICENSEE's performances. LICENSEE agrees to give BMI immediate notice of any claim, demand, or suit, 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 LICENSEE whether specific musical works are available for performance, if LICENSEE provides the title and the writer/composer of each musical work.

**4. BREACH OR DEFAULT/WAIVER**

Upon any breach or default of the terms and conditions of this Agreement, BMI shall have the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel 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 a waiver of the right to require full and complete performance of this Agreement thereafter or the right to cancel this Agreement in accordance with the terms of this Paragraph.

**5. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, not subject to the jurisdiction of the BMI Rate Court, shall be submitted to arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 need not be, entered in any court having jurisdiction. Such award shall include the fixing of costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

**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 party intended, at its above mailing address stated, or any different address which either party may designate in writing. Any notices sent to BMI shall be addressed to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee 37203. Any notices sent to LICENSEE shall be to the attention of the person signing this Agreement for LICENSEE unless LICENSEE advises BMI to address notices to someone else.

**7. REVIEW OF STATEMENTS/ACCOUNTINGS**

BMI will have the right, by its authorized representatives, at any time during customary business hours, and upon (30) days advance written notice, to examine those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as confidential.

**8. TAXES**

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 LICENSEE's fee payment(s) provided, however, that (a) BMI shall make reasonable efforts to be exempted or excused from paying such tax, and (b) BMI is permitted by law to pass through such tax to LICENSEE.

**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**

In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement.

**11. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and no waiver or change will be valid unless in writing and signed by both parties. This Agreement is signed by the authorized representatives of each of the parties. LICENSEE's 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. FEES**

(a) LICENSEE agrees to pay to BMI license fees for each Campsite for each Contract Year as follows:

## 2018 LICENSE FEE SCHEDULE

| SCHEDULE A - RECORDED MUSIC FEE | | | |
|---|---|---|---|
| **Check Number of Campsites (√)** | **Number of Campsites** | **Fee Per Premises** | **Enter Fee Based on Number of Campsites** |
| ☐ | 1 - 50 | $260.00 | |
| ☐ | 51 - 100 | $307.00 | |
| ☐ | 101 - 200 | $436.00 | |
| ☐ | 201 - 350 | $608.00 | |
| ☐ | 351 - 500 | $868.00 | |
| ☐ | Over 500 | $1,130.00 | |
| | | **Total Schedule A Fee** | **$** |

| SCHEDULE B - LIVE MUSIC AND ENTERTAINMENT FEE | | | |
|---|---|---|---|
| **Check Annual Entertainment Cost Range (√)** | **Annual Entertainment Costs** | **Live Music and Entertainment Fee** | **Enter Fee Based on Annual Entertainment Cost Range** |
| ☐ | ($0 - $5,000) | $265.00 | |
| ☐ | ($5,001 - $7,999) | $341.00 | |
| ☐ | ($8,000 - $9,999) | $401.00 | |
| ☐ | ($10,000 - $14,999) | $518.00 | |
| ☐ | ($15,000 - $24,999) | $694.00 | |
| ☐ | ($25,000 - $34,999) | $829.00 | |
| ☐ | ($35,000 - $49,999) | $950.00 | |
| ☐ | $50,000 or more* | $1,069.00 | |
| *If Entertainment Costs **OVER** $50,000, enter amount $_____ | | Each dollar of expense over $50,000 calculate using 8/10 of 1% (.008) | **Enter Calculated Overage Fee Here** |
| | | **Total Schedule B Fee** | **$** |
| | | **Add Total of Schedule A & B Fee** | **$** |

(i) For LICENSEE's initial Contract Year, LICENSEE shall estimate the maximum number of Campsites and shall calculate the recorded music fee pursuant to the Recorded Music Fee Schedule above. In addition, for LICENSEE's initial Contract Year, LICENSEE shall estimate its Annual Entertainment Costs and shall calculate the live music and entertainment fee pursuant to the Live Music and Entertainment Fee Schedule above. LICENSEE's total estimated license fee for the initial Contract Year shall be the sum of LICENSEE's estimated recorded music fee and LICENSEE's estimated live music and entertainment fee. The annual license fee for the initial Contract Year shall be due upon LICENSEE signing this Agreement.

(ii) The estimated annual license fee for each subsequent Contract Year shall be the actual fee for the previous Contract Year. Such annual license fee shall be due and payable no later than 30 days after the beginning of each Contract Year.

(b) BMI shall discount the annual fee by 10% in any Contract Year if (1) LICENSEE pays the annual fee in full and in a timely manner for such Contract Year in accordance with Subparagraphs (i) and (ii) above; and (2) LICENSEE does not otherwise owe BMI any fees under this or any prior BMI agreement.

(c) All annual license fees shall be adjusted for calendar year 2018 of the Agreement, and for each subsequent calendar year, based on the percentage increase in the United States Consumer Price Index (Urban, All Items) between October and the October prior thereto, rounded to the nearest dollar. BMI will notify LICENSEE of the amount of each new fee.

(d) BMI may impose a late payment charge of one and one half percent ($1^1/_2$%) per month from the date payment was due on any payment that is received by BMI more than thirty (30) days after the due date.

**13. REPORTING**

(a) Simultaneous with the payment of annual license fees, as required by Paragraph 12(a)(ii) above, LICENSEE agrees to furnish BMI (on forms available from BMI) with an annual report, certified either by an officer or by LICENSEE's auditor, setting forth any information which BMI may reasonably require which substantiates license fees paid for the previous year, including, without limitation:

(i) the highest number of Campsites for the year reported;

(ii) actual Live Music and Entertainment Costs.

(b) If, after processing the annual report for the previous year, the actual fee, for that year, is greater than the license fee already paid by LICENSEE, LICENSEE agrees to pay BMI the difference, within thirty (30) days of LICENSEE's receipt of an adjusted statement from BMI.

(c) If, after processing the annual report, the actual fee is less than the license fee already paid by LICENSEE to BMI for the previous Contract Year, BMI agrees to credit to LICENSEE's account the difference between the license fee paid and the actual license fee. If such adjustment occurs in the last Contract Year of the Agreement, BMI shall refund said sum promptly.

**14. TERM OF AGREEMENT**

The Term of this Agreement begins on the first day of (*month/year*) _____ and ends on the last day of (*month/year*) _____ (a "Contract Year"). Thereafter, this Agreement will automatically renew for additional one (1) year periods, unless cancelled by either LICENSEE or BMI at the end of the Term or any additional one (1) year period on thirty (30) days advance written notice to the other party.

## 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**

*(Name of Corporation, Partnership, or Individual Owner)*

**TRADE NAME**

*(Doing business under the name of)*

**PLEASE CHECK APPROPRIATE BOX**

☐ Individual Ownership

☐ LLC ☐ Corporation _____ *(State of Incorporation, if different from Licensed Premises)*

☐ LLP ☐ Partnership _____ *(Enter names of partners)*

☐ Other _____

Federal Tax ID No. _____

**GOVERNMENT ENTITIES**
**(if applicable, please check one)**

☐ Federal ☐ State _____ *(State)*

☐ Local _____ *(Municipality/City and State)*

**LICENSED PREMISES**

*(Street Address)*

*(City)* *(State)* *(Zip)*

*(Telephone Number)* *(Fax Number)*

*(Contact Name)* *(Title)*

*(Email Address)* *(Web Address)*

**MAILING ADDRESS**
**(if different from Licensed Premises)**

*(Street Address)*

*(City)* *(State)* *(Zip)*

*(Telephone Number)* *(Fax Number)*

*(Contact Name)* *(Title)*

*(Email Address – if different from above)*

**TO BE COMPLETED BY LICENSEE**

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.**

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

**FOR ADMINISTRATIVE USE ONLY**
**TO BE COMPLETED BY BMI**
BROADCAST MUSIC INC.

| FOR BMI USE ONLY | 36RVA | LI-2017/DEC |
|---|---|---|
| ACCOUNT NO. | COID | EFFECTIVE: January 2018 |