# Music License for Competitions/Shows

**1. DEFINITIONS**

(a) **Event** shall mean a competition, show or special program, held on consecutive days, in which participants are evaluated, tested and/or rated on skill, ability or presentation. The term "Event" shall include, but is not limited to (a) beauty pageants, (b) skating events, (c) wrestling matches, (d) boxing matches, (e) cheer leading competitions; (f) karate events; (g) dancing competitions; (h) volleyball matches, (i) bowling tournaments, (j) water-skiing events, (k) body-building competitions, (l) equestrian events, (m) rodeos, (n) dog and cat shows or competitions, or (o) any other non-racing, similar spectator activity. An "Event" shall exclude major and minor league sports, including but not limited to, basketball, hockey, football, baseball and soccer sporting events. (*Please circle the category above that applies to your event.)*

**2. BMI GRANT**

(a) BMI hereby grants to LICENSEE a non-exclusive license to perform, present or cause the live and/or recorded performance during Events of all musical works to which BMI shall have the right to grant public performance licenses during the term hereof. This license does not include: (i) 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; or (ii) the right to broadcast, telecast or otherwise transmit, including via the Internet or on-line service, the performances licensed hereunder to persons outside of any premises in which or any area at which an Event occurs; (iii) performances by means of a coin-operated phonorecord player (jukebox); (iv) performances of music in or as part of a concert, musical attraction or other activity or event for which a separate admission fee, or similar charge is made to attend; (v) the right to perform musical works hereunder in Events which involve paramutual betting.

(b) 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, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performances, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE's 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.

**4. BREACH OR DEFAULT / WAIVER**

Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this Agreement with not less than sixty (60) days' notice in writing to LICENSEE. 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 deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

**5. CANCELLATION BY LICENSEE**

In the event LICENSEE ceases to operate, or where LICENSEE ceases the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days' notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

**6. 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 that of 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.

**7. FEES**

LICENSEE agrees to pay BMI as follows:

(a) For the first and subsequent contract years of this Agreement: a fee based on attendance for the 12 month period immediately preceding the contract year; if LICENSEE did not have any events in this 12 month period, then LICENSEE shall estimate attendance. These figures shall be adjusted at the end of each contract year based on a report of actual attendance for the contract year.

(b) For the second and subsequent contract years LICENSEE will be billed and pay an estimated annual fee equal to the prior contract year fee and subject to a year-end adjustment upon timely report of actual attendance for the contract year.

(c) Fees shall be payable immediately upon receipt of invoice.

(d) FEE COMPUTATION:

**2018 LICENSE FEE SCHEDULE**

| **Annual Attendance** | | | **Attendance Fee Rate** (Fee per Thousand Attendees) |
|---|---|---|---|
| 500 | to | 15,000 | $240.00 minimum fee |
| 15,001 | to | 50,000 | $15.80 per thousand |
| 50,001 | to | 150,000 | $13.80 per thousand |
| 150,001 | to | 500,000 | $11.80 per thousand |
| 500,001 | to | 1,000,000 | $9.80 per thousand |
| 1,000,000 | and | more | $8.70 per thousand |

***Minimum Annual Fee is $240.00***

_____ **X Applicable Rate =** **$** _____

*(Attendance)* *(Annual Fee)*

(e) Attendance Fee Rate for each Term year after 2017 shall be calculated by an adjustment of the Attendance Fee Rate in Paragraph 7(d) based upon the percentage increase or decrease in the United States Consumer Price Index (Urban, All Items) between September 2016 and the September immediately preceding the anniversary date (or the initial Term as the case may be) of this Agreement, rounded to the nearest ten cents. BMI will advise LICENSEE in writing of the amount of each Attendance Fee Rate.

**8. REPORTING OF EVENTS**

LICENSEE shall, in the first month of each contract year, furnish BMI (on forms provided by BMI) with a report setting forth:

(i) each Event held during the preceding contract year;
(ii) the total attendance at each Event and;
(iii) the total attendance for all Events held during the previous contract year.

Upon cancellation of this Agreement, LICENSEE shall provide, within thirty (30) days of cancellation of this Agreement, a report setting forth the requirements of (i) to (iii) of this Paragraph for that cancellation year.

**9. EXAMINATION OF BOOKS AND RECORDS**

BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

**10. ARBITRATION**

All disputes of any kind, nature or description not subject to the jurisdiction of the BMI Rate Court arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto 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 the 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 into 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.

**11. NOTICES**

All notices, if any, shall be in writing and be deemed given upon "mailing," when sent by United States certified mail sent to the party intended at its mailing address. Each party agrees to inform the other, in writing, of any change of address. 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 notice sent to LICENSEE shall be to the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

**12. MISCELLANEOUS**

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

**13. TERM OF AGREEMENT**

The initial contract year of this annual Agreement begins on *(month/year)* _____ and shall end on *(month/year)* _____ and shall continue annually unless canceled by either party at the end of any contract year by giving thirty (30) days' advance written notice to the other party. 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. If there is any breach or default by you of this Agreement, BMI shall have the right to cancel it, but the cancellation shall 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.

# 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** | **BUSINESS ADDRESS** |
|---|---|
| *(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 Business Address)* | **MAILING ADDRESS** **(if different from Business Address)** |
| ☐ 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)* | **FOR BMI USE ONLY** **39CS** **LI-2017/NOV** |
| ***In order to receive a copy of your executed Agreement, please provide the email address of the Signatory** | **EFFECTIVE: January 2018** |
| **PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO: BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203** | **ACCOUNT NO.** **COID** |