# Music License for Airports

**1. DEFINITIONS**

(a) "**Recorded Music**" shall mean recorded music, via the playing of records, CD's, pre-recorded tapes, or other mechanical devices, or the reception of broadcast audio transmissions or receiving apparatus and amplifications thereof through loudspeakers located in the Licensed Premises, including audio-visual use.

(b) "**Live Music**" shall mean music performed by musicians, singers or other entertainers actually present and performing at the Licensed Premises.

(c) "**Licensed Premises**" shall include all areas of the airport facility accessed by members of the general public and airport employees.

**2. BMI GRANT**

BMI hereby grants to LICENSEE a non-exclusive license to perform, present or cause the live and/or recorded public performance on the Licensed Premises of all musical works of which BMI shall have the right to grant public performance licenses during the Term hereof. Said license shall be: restricted to performance of music in the manner described herein, granted in consideration of the payment of the license fees as set forth below and subject to all of the terms and conditions hereof. This license does not 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 including via the Internet or on-line service, the performances licensed hereunder to persons outside of the Licensed Premises; or

(c) performances of music by means of a coin-operated phonorecord player (juke box).

BMI reserves the right at its discretion to withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

**3. TERM OF AGREEMENT**

The Term of this Agreement shall begin on the first day of _____*(month/year)* and end on the last day of _____*(month/year)* and shall continue thereafter unless canceled by either party as of the end of the initial Term or any subsequent one (1) year Term (herein sometimes referred to as a "Contract Year(s)" upon 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.

**4. FEES**

LICENSEE agrees to pay BMI as follows:

(a) For the first and subsequent Contract Years of this Agreement the appropriate fee from the License Fee Schedule based on annual passenger traffic throughout the airport for the twelve (12) month period immediately preceding the Contract Year.

(b) For the second and subsequent Contact Years LICENSEE will be billed and pay an estimated annual fee equal to the prior contract year fee in addition to the CPI pursuant to this Paragraph.

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

(d) FEE COMPUTATION: Please indicate Annual Passenger Category & Annual Music Fee in the space provided.

_____ = _____

***Annual Passenger Category*** = ***2018 Annual Music Fee***

**LICENSE FEE SCHEDULE**

| Annual Passenger Category | Annual Passenger Traffic | 2018 Annual Music Fee |
|---|---|---|
| 1 | Less than 1,000,000 | $ 881.10 |
| 2 | 1,000,000 to 10,000,000 | $1,232.70 |
| 3 | 10,000,001 to 25,000,000 | $1,584.10 |
| 4 | 25,000,001 to 45,000,000 | $1,937.20 |
| 5 | more than 45,000,000 | $2,288.80 |

(e) Annual Music Fee for each Term year after 2010 shall be calculated by an adjustment of the 2018 Annual Music Fee based upon the percentage increase or decrease in the United States Consumer Price Index (Urban, All Items) between September 2017 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 adjusted Annual Music Fee.

**5. REPORTING AND FEE ADJUSTMENTS**

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

(i) Annual passenger traffic throughout the airport during the preceding Contract Year.

(ii) Appropriate Annual Music Fee.

**6. LATE PAYMENT FEE**

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

**7. 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.

**8. 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.

**9. 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. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. 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.

**10. 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.

**11. 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.

**12. NOTICES**
All notices, if any, shall be in writing and be deemed given upon "mailing," when sent by ordinary first class mail 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.

**13. 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) are 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 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.

**14. MISCELLANEOUS**
This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both 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 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.

## 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 | 36AIR | LI-2017/NOV |
|---|---|---|
| ACCOUNT NO. | COID | EFFECTIVE: January 2018 |