# Music License for
# Individual Bus, Vehicles and Motorcoaches

**1. BMI GRANT**

(a) BMI grants to LICENSEE a non-exclusive license to publicly perform, present, or cause to be performed, on any bus, vehicle or coach owned, leased or operated by LICENSEE and equipped with audio, visual or audio/visual capabilities (hereinafter referred to as "Coaches"), all musical works by recorded/mechanical means only, of which BMI controls the right to grant public performance licenses during the Term (the "Works").

(b) 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 "grand rights" therein; (ii) the right to broadcast, telecast, cablecast or otherwise transmit the performances licensed hereunder to persons outside of Coaches, including by satellite, the Internet or on-line services; (iii) performances of music by means of a coin-operated phonorecord player (jukebox); (iv) performances by any coin-operated digital music service that does not qualify as a Jukebox; or (v) live performances of musical works.

(c) BMI reserves the right to withdraw from the license granted hereunder any 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.

**2. 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 musical works licensed under this Agreement. Such indemnity shall be limited to musical 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 shall provide the title and the writer/composer of each musical composition requested to be identified. 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.

**3. 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 for thirty (30) days after the date of BMI's written notice to LICENSEE 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 of the right to cancel this Agreement in accordance with the terms of this Paragraph.

**4. 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 the American Arbitration Association in the City, County and State of New York, for arbitration under its then prevailing arbitration 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 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 the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

**5. NOTICES**

All notices, if any, 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 herein stated, or any other address which either party may designate. Any such notices 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 attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

**6. 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.

**7. 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.

**8. FEES**

(a) The license fee payment for the initial Contract Year is due upon execution of the Agreement. The annual license fee payment for subsequent Contract Years shall be due no later than January 31st of each Contract Year.

(b) The per Coach license fee rate for the 2018 Contract Year shall be $87.01. LICENSEE hereby warrants and represents that, as of the date of this Agreement the total number of Coaches is _____. The license fee for the initial Contract Year is $_____ and is due upon signing this Agreement.

(c) For each subsequent Contract Year of this Agreement, the per Coach license fee shall be adjusted in accordance with the increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding July and the next preceding July.

(d) Upon execution of this Agreement and on or before January 31st of each Contract Year, LICENSEE shall supply BMI with a report identifying the number of Coaches operated by LICENSEE during the previous year and the location at which such Coaches are located.

**9. REPORTING**

In the event that LICENSEE utilizes an independent music programming provider, or otherwise maintains or has access to music use information, LICENSEE shall provide to BMI quarterly music use reports identifying the musical works performed on each Coach. Such music use reports shall identify each musical composition performed by the title, artist, composer/writer, publisher and record label, if reasonably available.

**10. LATE PAYMENT CHARGE**

BMI may impose a late payment charge of one and one-half percent (1½%) per month from the date any payment is due hereunder on any payment that is received by BMI more than one month after the due date.

**11. STATE OR LOCAL TAX**
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 license 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.

**12. OKLAHOMA RATE CHANGE NOTICE**
BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

**13. COLORADO 3 BUSINESS DAY REVIEW**
LICENSEE shall have the right to rescind the Agreement for a period of three (3) business days after the execution of the Agreement.

**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. The rights of LICENSEE are not assignable. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. The fact that any provisions contained 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. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

**15. TERM**
The initial Term of this Agreement shall begin on the first day of _____ and end on December 31, _____ and shall be extended for additional periods of one (1) year each, unless canceled by either party as of the initial Contract Year or any additional Contract Year upon not less than sixty (60) days notice prior to the end of any such Contract Year. A "Contract Year" shall mean each consecutive twelve-month period beginning with the first month of the Agreement.

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