MUSIC
PERFORMANCE
AGREEMENT

# LASER SHOWS

**L-80**

**LI-2017/SEPT-LS**

AGREEMENT made at New York, N.Y. on _____ between BROADCAST MUSIC, INC., a corporation organized under the laws of the State of Delaware (hereinafter called BMI) with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, and

_____

*(Legal Name of LICENSEE)*

Strike Out Inapplicable Lines

A corporation organized under the laws of the State of _____

A partnership composed of _____

An individual residing at _____

(hereinafter called "LICENSEE") with offices located at _____

City of _____ State of _____ Zip _____

## WITNESSETH

WHEREAS, BMI is engaged in licensing music for public performance and
WHEREAS, LICENSEE is engaged in operating the premises hereinafter in this agreement described,
IT IS HEREBY AGREED AS FOLLOWS:

1. BMI hereby grants to LICENSEE a non-exclusive license to perform publicly by _____
_____
at the premises known as _____
Street address _____ in the City of _____
State of _____ Zip _____ solely for (describe activity) _____
_____
all of the musical works, the right to grant public performance licenses of which BMI shall during the term hereof control. Said license shall not include dramatic rights or the right to perform dramatico-musical works in whole or in substantial part.

2. The term of the license shall commence as of _____ and end on _____. The parties hereto agree that this agreement shall be automatically extended and renewed for further periods of one year each after the expiration of the foregoing term or any extended term hereof unless either party on or before thirty (30) days next preceding the termination of the foregoing term or any extended term, shall give notice to the other in writing by registered or certified mail of the intention to terminate the same at the conclusion of such term.

3. LICENSEE agrees to pay BMI for the license granted herein the sum of **See Schedule "A"** Dollars ($ ).

4. In the event that BMI, at any time during the term hereof, shall, for the individual licensing of establishments of the same class and category as that of the LICENSEE, be issuing licenses granting rights similar to those conveyed by this agreement at a more favorable rates of payment than are set forth herein, BMI shall, for the balance of the term hereof, tender to LICENSEE a contract containing such more favorable rates of payment.

5. 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 under this license agreement of any material licensed hereunder. Such indemnity shall specifically apply to all works which are licensed by BMI at the time of LICENSEE's performance hereof. BMI's Index Department will at any time, upon 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.

6. If the LICENSEE shall cease to operate the premises above named, whether by reason of the sale or lease of the said premises, or otherwise, this agreement and the obligation of the LICENSEE to BMI shall thereupon terminate; provided, however, that the LICENSEE shall, within ten (10) days thereafter, give written notice of such termination to BMI setting forth the effective date thereof and the name of any vendee or lessee of the premises, as the case may be, and that the LICENSEE shall pay to BMI all fees due hereunder until said date.

7. Upon any breach or default of any term or condition herein contained, BMI may, at its sole option, and in addition to any and all other remedies which it may have at law or in equity, cancel this license upon ten (10) days notice in writing to LICENSEE, addressed to the licensed premises. No waiver by BMI of full performance of this license by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this license thereafter or of the right to cancel this license in accordance with the terms of this paragraph.

8. Any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be settled by arbitration in the City of New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award of the arbitrator may be entered in any Court having jurisdiction thereof.

9. All notices given by BMI hereunder shall be duly and properly given if mailed to the premises.

10. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

11. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The 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.

IN WITNESS WHEREOF: the parties hereto have duly executed this agreement the day and date hereinbefore set forth.

**TO BE COMPLETED BY LICENSEE**
**By signing this Agreement you agree that the foregoing is a true and accurate representation of your Music Policy.**

I have read and have understood all of the terms and conditions herein and my signature below is evidence of this.

_____
Signature

_____
Print Name / Title

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

| FOR BMI USE ONLY | | |
|---|---|---|
| | | |
| **Account No.** | **COID** | |

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# SCHEDULE A

LICENSEE agrees to pay BMI at the following rates during each contract year of the term hereof:

(a) Fifty cents ($.50) for each performance up to forty-five hundred (4500) performances

(b) Thirty-five cents ($.35) for each performance in excess of forty-five hundred (4500) performances

(c) The minimum fee under this agreement shall not be less than $240.00

Payments shall be made on a contract quarterly basis at the end of each quarterly period and shall be accompanied by a statement. Such statement shall set forth the name and address of each location; and the number of performances in each location; and such other date of information as BMI may reasonably require.