Music License for Meetings, Conventions, Trade Shows and Expositions

1. DEFINITIONS

(a) **"Event"** shall mean a convention that includes an assemblage of delegates, representatives and/or members of an organization(s) convened for a common purpose, a meeting which includes individuals assembled together for purposes of communicating information to each other (i.e. panels, seminars, symposiums, convocations, conferences, caucuses, forums, assemblies, congresses, institutes) or otherwise transacting business, an exposition at which products and services are displayed, or a trade, industrial or consumer show, or other activity of LICENSEE of not more than fourteen (14) consecutive days. An **"Event"** shall mean a concert which is sponsored, conducted, endorsed or approved by LICENSEE, unless the concert is open to members of the general public who are not affiliated with the LICENSEE.

(b) A **"Function"** shall include activity conducted, sponsored, endorsed or approved by LICENSEE occurring in connection with an Event, including, but not limited to, meals, plenary sessions, breakouts, meetings, receptions, concerts, cocktail parties, dinners, dances, dinner-dances, variety shows, seminars, or any other similar spectator or participatory activity.

(c) **"Attendees"** shall mean the number of persons present where any live, recorded or audio-visual music is performed or played at each of LICENSEE's Events whether or not any admission charge, registration fee or other payment is required to be made in connection with the attendance, but shall not include those required to produce the Event, such as LICENSEE's employees working at the Event, exhibitor personnel, administrative, service contractor and temporary personnel, or credentialed members of the press. In the case of a trade show or convention where live or recorded music is performed on the exhibit floor, the number of Attendees shall be the total number of persons registered at the trade show / convention. If no music is performed on the exhibit floor, the number of Attendees shall mean the total attendance at each Function held during the trade show or convention at which music is performed; provided, however, that in no event shall the number of Attendees for a given trade show or convention exceed the total number of persons registered at the trade show / convention. In the case of a meeting which does not have an exhibit floor and consists only of a series of Functions, the number of Attendees shall be the total attendance at each Function at which music is performed, with the number not to exceed the total registered attendance of the entire meeting.

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 of 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 at which an Event occurs.

(b) LICENSEE may be responsible for securing other rights including, but not limited to, synchronization and mechanical rights.

(c) 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 you, your officers and employees against any and all claims that may be made against you with respect to the performance of any music licensed under this Agreement at the time of your performances. You agree to give BMI immediate notice of any claim, to deliver to BMI any related papers and to cooperate with BMI in the matter, of which BMI shall be in full charge.

4. ARBITRATION

All disputes of any kind arising in connection with the terms of this Agreement shall be submitted to the American Arbitration Association in New York, New York under its rules then in effect. The arbitrators shall be selected as follows: each of us shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days after such notice by one of us, the other one does not, by written notice, appoint another arbitrator, the first arbitrator shall be the only arbitrator. However, if we each appoint an arbitrator, the two arbitrators shall appoint a third arbitrator. If ten (10) days pass after the second arbitrator's appointment and the two arbitrators cannot agree upon the third arbitrator, then either of us may, in writing, request the American Arbitration Association to appoint the third arbitrator. The arbitration award shall be entirely binding on both of us and judgment may be entered in any appropriate court. The award shall include an amount for the costs, expenses and attorneys' fees of arbitration, which shall be paid by the losing party.

5. NOTICES

Any notices to be given are to be in writing and shall be deemed given on the day they are sent by ordinary first-class U.S. mail to the other of us at its mailing address or any different address which either of us later designates in writing. Any notices you send to BMI shall be addressed to the attention of the Licensing Department. Any notices BMI sends to you shall be addressed to the attention of the person signing this Agreement for you unless you advise BMI to address notices to someone else.

6. MISCELLANEOUS

This Agreement is our entire understanding, shall not be binding until signed by both of us, and no waiver or change shall be valid unless in writing and signed by us. Your rights 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 parts of this Agreement may be found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other parts.

7. FEES

LICENSEE agrees to pay BMI for each one year Term of the Agreement a license fee based upon the following:

Calendar Year	Per Attendee Rate
2019	**$.07**

(a) For each year after the year 2000, the per attendee rate shall be an adjustment of the rate for the previous calendar year based upon the percentage increase or decrease in the United States Consumer Price Index (National, All Items) ("CPI") between September of the year which is two years before such year and September of the preceding year, rounded to the nearest penny (for example, the rate for the year 2001 shall be an adjustment of the rate for the year 2000, based upon the percentage difference in the CPI between September 1999 and September 2000). BMI shall inform you of the adjusted rate by the end of each calendar year.

(b) The minimum annual fee billed and payable for 2019 shall be $160 per year. The minimum annual fee for each year after 2019 shall be an adjustment of the minimum annual fee for the previous calendar year based upon the percentage increase or decrease in the CPI between September of the year which is two years before such year and September of the preceding year, rounded to the nearest five dollars.

(c) You agree to pay to BMI for each calendar year the total fee due. The minimum annual fee ($160) only is due simultaneously with your execution and return of this Agreement. The remainder of the actual license fee for each calendar year shall be due within thirty (30) days from the beginning of the following calendar year, upon submission of the report required in Paragraph 8, along with the minimum annual fee for the following calendar year.

(d) The license fee for each calendar year shall be based upon LICENSEE's actual total number of Attendees for that calendar year as set forth on the report required by Paragraph 8. If such report reveals that the actual fee due BMI for that report's calendar year is greater than the minimum annual fee previously paid, LICENSEE shall pay the difference at the same time it submits the report and pays its minimum annual fee for the following calendar year.

8. REPORTING OF EVENTS

At the same time as the payment for the second and subsequent calendar years is due, you agree to furnish BMI (on forms available from BMI) with a report setting forth:

(i) the total number of Events held during the previous calendar year;
(ii) the total number of Attendees at all Events held during the previous calendar year; and
(iii) the total license fee for the previous calendar year and the minimum annual license fee for the current calendar year.

9. VERIFICATION OF / FAILURE TO REPORT

(a) BMI is entitled to verify the information submitted by LICENSEE in its report under Paragraph 8, by any source, including the examination of LICENSEE's books and records. As such, LICENSEE is required to retain such books and records for a period of not less than three years after the calendar year contained in LICENSEE's report, copies of which books and records shall be turned over to BMI upon its request. If after such examination, BMI is still unable to verify said information, BMI shall be entitled to unilaterally assess LICENSEE a reasonable annual fee using any source.

(b) In the event LICENSEE fails to submit a report as required under Paragraph 8 within thirty (30) days after BMI has given LICENSEE written notice of its failure to do so, BMI shall be entitled to unilaterally assess LICENSEE a reasonable annual fee using any source, including an examination of LICENSEE's books and records as set forth above.

10. TERM OF AGREEMENT

The initial Term of this annual Agreement begins on January 1, _____ and shall end on December 31, _____ and shall continue annually unless canceled by either you or BMI at the end of the initial Term or any following one (1) year Term by giving thirty (30) days advance written notice to the other of us. 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

AGREEMENT, made at New York, N.Y. on *(Date Will Be Entered by BMI Upon Execution)* _____ between BROADCAST MUSIC, INC. (hereinafter called BMI), a state of New York corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 and the entity described below and referred to thereafter as "LICENSEE" or "You:"

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	45-97	LI-2018/NOV
		EFFECTIVE: January 2019
ACCOUNT NO.	COID	