



# Music License for Adult Entertainment Establishments

## 1. DEFINITIONS

(a) **LICENSEE** shall mean the entity identified on Page 4 herein that owns and/or operates the Licensed Premises.

(b) **Licensed Premises** shall mean the Adult Entertainment Establishment which is owned or operated by LICENSEE and which is identified on Page 4 herein, or, in the event of multiple locations, the Adult Entertainment Establishments identified on Schedule A which shall be attached hereto by LICENSEE.

(c) **Adult Entertainment Establishment** shall mean an establishment that provides adult entertainment such as, but not limited to, striptease, erotic, nude or semi-nude performances, and includes, but is not limited to, burlesque houses, gentlemen's clubs, strip clubs, go-go bars and similar establishments.

(d) **Jukebox** is a machine or device that (i) is employed solely for the performance of non-dramatic musical works by means of records, compact discs, mp3 files or other digital audio or video means upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission at the time of performance; (iii) is accompanied by a list which is comprised of the titles of all of the musical works available for performance on it, and is affixed to or otherwise appears on the phonorecord player, or is posted in the establishment in a prominent position where it can be readily examined by the public at the time of performance; and (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located at the time of performance (as distinguished from the establishment's employees or performers).

(e) **Outside Ticket Services** shall mean third-party services, such as, but not limited to, Ticketmaster, Ticketweb and Ticketron which distribute tickets to the public for events at the Licensed Premises.

(f) **Occupancy** shall mean the total maximum allowable occupancy loads/capacities for the entire premises of the Licensed Premises calculated under adopted building/fire codes, which shall not be limited to the number of available seats. If no such regulations are in effect in the applicable jurisdiction, then maximum occupancy shall be calculated as one (1) person for every twenty (20) square feet of the total Licensed Premises.

## 2. BMI GRANT

(a) BMI hereby grants to LICENSEE a non-exclusive license to perform, present, or cause the public performance at the Licensed Premises of all musical works of which BMI shall have the right to grant public performance licenses during the Term. 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, cablecast, telecast or otherwise transmit (including by the Internet or on-line service) the performances licensed hereunder to persons outside of Licensed Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Licensed Premises.

(b) This license does not authorize live concert performances at the Licensed Premises when tickets for such live concert performances can be purchased from or through Outside Ticket Services.

(c) This license does not authorize performances occurring outside the Licensed Premises, including, but not limited to, conventions, trade shows and third-party events.

(d) This license does not authorize performances at the Licensed Premises by means of a Jukebox that is licensed by the Jukebox License Office ("JLO") or via another BMI license. For the avoidance of doubt, neither the JLO license nor such other BMI license would authorize performances by means of a Jukebox that is activated by dancers or by LICENSEE's employees. In the event of Jukebox activation by LICENSEE's dancers or employees, this Adult Entertainment Establishment license would be necessary to authorize such performances.

(e) 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. LATE PAYMENT CHARGE**

BMI may impose a late payment charge of one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is less, from the date any payment is due hereunder on any payment that is received by BMI more than one (1) month after the due date. BMI shall impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

### **4. 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.

### **5. 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.

### **6. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement 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) 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 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.

### **7. FEES**

(a) In consideration of the license granted herein, LICENSEE agrees to pay BMI an Annual License Fee which is based on the Occupancy of Licensed Premises and is calculated as set forth in the License Fee Schedule below. In the event, that LICENSEE operates multiple Licensed Premises, LICENSEE shall submit to BMI annually a Schedule A, as described in Paragraph 1(b) which lists the address of each Licensed Premises and the Occupancy of each.

**2025 - 2026 LICENSE FEE SCHEDULE**

Fee Per Occupant	Minimum Annual License Fee
\$16.15	\$1,240.00

$$\frac{\text{Occupancy}}{\text{(As defined in Paragraph 1(f))}} \times \$16.15 = \frac{\text{Total Annual Fee}}{\text{(If less than \$1,240.00, enter \$1,240.00)}}$$

If Occupancy cannot be established by local building/fire codes, use formula below:

$$\frac{\text{Total Square Footage}}{\text{(Entire Licensed Premises)}} \div 20 = \frac{\text{Occupancy}}{\text{(As defined in Paragraph 1(f))}}$$

(b) LICENSEE shall pay the Annual License Fee for the initial Contract Year upon execution of this Agreement. The license fee payment for subsequent Contract Years shall be due no later than thirty (30) days after the anniversary date of this Agreement.

(c) If LICENSEE does not otherwise owe BMI any fees under this or any other BMI agreement, LICENSEE shall receive a 5% discount for any Contract Year in which LICENSEE's Annual License Fee is paid in full and in a timely manner in accordance with subparagraph (b) above (the "Timely Pay Discount"). LICENSEE shall receive an additional 5% discount for the initial Contract Year if LICENSEE completes the licensing process online and pays the Annual License Fee online at [www.bmi.com](http://www.bmi.com) (the "Online Payment Discount"). The 5% Online Payment Discount shall continue for each subsequent Contract Year for which LICENSEE pays its Annual License Fee online.

(d) For each subsequent Contract Year, the Fee Per Occupant and the Minimum Annual License Fee shall be an adjustment of the previous Contract Year rates based upon any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding February and the next preceding February. The Fee Per Occupant shall be rounded to the nearest five cents, and the Minimum Annual License Fee shall be rounded to the nearest dollar. BMI will advise LICENSEE in writing of the adjusted Per Occupant Fee and Minimum Annual License Fee as part of its annual billing process.

(e) In no event shall the Licensed Premise's Annual License Fee for any Contract Year be less than the Minimum Annual License Fee for that Contract Year. The Minimum Annual License Fee for the 2025 - 2026 Contract Year is \$1,240.00 and shall be adjusted in subsequent Contract Years by the CPI-U, as explained in subsection (d) above.

(f) Occupancy is subject to adjustment prospectively under this Agreement by either LICENSEE or BMI. LICENSEE may notify BMI of a change in Occupancy at any time during the Term by calling a Customer Relations Executive at 1-800-925-8451 to notify BMI of a change in Occupancy, and the change will be reflected in LICENSEE's next billing by BMI; however, doing so will not preserve LICENSEE's right to dispute BMI billings unless LICENSEE sends BMI timely notice of an Occupancy change in writing along with appropriate documentation issued by local building/fire authority substantiating such change. Billings adjusted by BMI hereunder will include a *pro rata* credit for any unearned license fees paid in advance. LICENSEE also agrees that any changes made to Occupancy hereunder shall constitute a true and accurate representation prospectively from the date of the change. Any changes in Occupancy are subject to verification by any and all reasonable means which may include, but shall not be limited to, independent contacts by BMI representatives with LICENSEE's business establishment, use of public records, advertisements and third-party observations. From time to time BMI may review Occupancy. If BMI thereafter believes that LICENSEE is not paying proper license fees because the Occupancy would result in higher license fees, BMI will notify LICENSEE by mail. If LICENSEE agrees to BMI's assessment of Occupancy, the change will be reflected in the next billing. If LICENSEE disputes BMI's revised Occupancy, LICENSEE must notify BMI within thirty (30) days of the notification by BMI. If within ninety (90) days of such notification by BMI, LICENSEE does not respond or LICENSEE and BMI cannot agree upon an appropriate Occupancy, either party may commence an arbitration proceeding pursuant to Paragraph 6 to resolve the dispute over the amount of license fees. Such right shall be in addition to any and all other remedies BMI may have under the Agreement, including the right to cancel this Agreement.

**8. SALE OF LICENSED PREMISES OR CLOSING OF BUSINESS**

In the event that LICENSEE sells the Licensed Premises or closes the business during the Term of this Agreement, and LICENSEE sends BMI written notice by certified mail, by generally recognized same-day

or overnight delivery service with receipt signature required, or via email to licensing@bmi.com within thirty (30) days of the sale or closing, BMI will adjust LICENSEE's fees *pro rata* from the date of sale or closing, and will refund to LICENSEE any unearned licensed fees paid hereunder. Any *pro rata* credit adjustment made hereunder shall not reduce LICENSEE's Annual License Fee below the Minimum Annual License Fee applicable under the Agreement.

#### **9. 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.

#### **10. 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.

#### **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. CUSTOMER OUTREACH**

LICENSEE agrees to accept from time to time pre-recorded telephone messages from BMI that may contain information regarding your account.

#### **15. NOTICES**

Unless otherwise stated herein, 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 designate to BMI in writing.

#### **16. 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.

**17. TERM OF AGREEMENT**

The initial 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 for additional Terms of one (1) year each unless cancelled 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") upon thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<b><u>LEGAL NAME</u></b>	<b><u>LICENSED PREMISES</u></b>	
<small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small>	<small>(Street Address)</small>	
<b><u>TRADE NAME</u></b>	<small>(City)</small>	<small>(State) (Zip)</small>
<small>(Doing business under the name of)</small>	<small>(Phone)</small>	<small>(Phone 2)</small>
<b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b>	<small>(Contact Name)</small>	<small>(Title)</small>
Legal Structure _____ <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small>	<small>(Email Address)</small>	<small>(Web Address)</small>
State of Incorporation _____ Federal Tax ID No. _____	<b><u>MAILING ADDRESS</u></b> <small>(If different from Licensed Premises)</small>	
Partners' Names <small>(If Partnership)</small>	<small>(Street Address)</small>	
1. _____	<small>(City)</small>	<small>(State) (Zip)</small>
2. _____	<small>(Contact Name)</small>	<small>(Title)</small>
3. _____	<small>(Contact Phone)</small>	<small>(Contact Phone 2)</small>
<b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b>	<small>(Email Address – if different from above)</small>	
Local, State, or Federal _____		
Municipality Name _____ <small>(City/State)</small>		
<b>TO BE COMPLETED BY LICENSEE</b>	<b>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI Broadcast Music, LLC</b>	
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.		
Signature _____		
Print Name _____ Title _____		
Signatory Email Address _____ <small>(If different from above)</small>	<b>FOR BMI USE ONLY</b>	<b>ACL1</b>
<b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b>	<b>LI-2025/APR</b>	
	<b>Customer Number</b>	



# Music License for Aircraft Music Service

## 1. DEFINITIONS

- (a) **“Music Service”** shall mean the Music Programming and/or Audio-Visual Programming that LICENSEE provides to airline companies for public performance in Serviced Aircraft.
- (b) **“Music Programming”** shall mean the audio-only music content supplied or leased to airline companies by LICENSEE as part of its Music Service to one or more airline companies (and in no other manner whatsoever) which is delivered by satellite, pre-recorded tapes or other forms of recordation capable of audio performance for use only while Serviced Aircraft are in the air, while passengers are boarding and disembarking from Serviced Aircraft or while passengers are seated when Serviced Aircraft are on the ground.
- (c) **“Audio-Visual Programming”** shall mean the audio-visual content supplied or leased to airline companies by LICENSEE as part of its Music Service to one or more airline companies (and in no other manner whatsoever) which is delivered by satellite, pre-recorded tapes or other forms of recordation capable of audio-visual performance for use only while Serviced Aircraft are in the air, while passengers are boarding and disembarking from Serviced Aircraft or while passengers are seated when Serviced Aircraft are on the ground.
- (d) **“Serviced Aircraft”** shall mean all aircrafts utilizing LICENSEE’s Music Programming and/or Audio-Visual Programming.
- (e) **“Seating Capacity”** of a Serviced Aircraft shall mean the total number of passenger seats available for sale.

## 2. BMI GRANT

- (a) BMI hereby grants to LICENSEE for the Term of this Agreement a non-exclusive license to perform publicly in Serviced Aircraft as part of its Music Programming and/or Audio-Visual Programming offered in connection with the Music Service (and in no other manner whatsoever) all of the musical works for which BMI controls the right to grant public performance licenses during the Term (the “Works”). This license extends to Music Programming and/or Audio-Visual Programming offered by LICENSEE as part of its Music Service to one or more airline companies while Serviced Aircraft are in the air and while passengers are boarding and disembarking from Serviced Aircraft or are seated when Serviced Aircraft are on the ground. This license shall only apply to domestic flights over and to and from the United States, its territories and possessions, and to international flights originating or terminating in the United States, its territories and possessions, to the extent that BMI may have the right to license such performances outside of the United States.
- (b) Notwithstanding anything to the contrary contained herein, this license shall not include or extend to:
  - (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; (ii) performances associated with advertising or commercial announcements of any kind or nature, except only LICENSEE’s recordings which are utilized in the Music Service programming; (iii) performances of the Works within any airport terminal buildings. This license shall extend only to the right of public performance (in the manner provided herein) of the Works and shall not be construed as authorizing LICENSEE to mechanically reproduce such Works by any method or means now or hereafter known.
- (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 composition.

## 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 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.

**4. 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.

**5. FEES**

(a) LICENSEE agrees to pay BMI for all of each airline companies’ Serviced Aircraft utilizing LICENSEE’s Music Programming and/or Audio-Visual Programming for each month of the Term hereof the applicable license fee(s) computed as follows:

**2025 MONTHLY LICENSE FEE SCHEDULE PER SERVICED AIRCRAFT**

<u>CATEGORY A</u>		<u>CATEGORY B</u>		<u>CATEGORY C</u>	
Music Programming		Audio-Visual Programming (paid in addition to Category A)		Music Programming Boarding or Disembarking <u>Only</u>	
<u>Seats</u>	<u>Fee</u>	<u>Seats</u>	<u>Fee</u>	<u>Seats</u>	<u>Fee</u>
100 or less	\$42.58	100 or less	\$6.62	100 or less	\$10.65
101-200	\$60.26	101-200	\$10.25	101-200	\$13.95
201-300	\$83.74	201-300	\$12.31	201-300	\$20.94
300+	\$114.76	300+	\$15.51	300+	\$31.60

(i) For each Serviced Aircraft that utilizes LICENSEE’s Music Programming, LICENSEE shall pay a monthly license fee as set forth in Category A on the License Fee Schedule above.

(ii) For each Serviced Aircraft that utilizes LICENSEE’s Audio-Visual Programming in addition to Music Programming, LICENSEE shall pay a monthly license fee as set forth in Category B, in addition to the fees set forth in Category A in the License Fee Schedule above.

(iii) For each Serviced Aircraft that utilizes LICENSEE’s Music Programming during boarding or disembarking only, LICENSEE shall pay a monthly license fee as set forth in Category C on the License Fee Schedule above.

(b) Subject to Subparagraph 5(a) and (d) and Paragraph 6, LICENSEE agrees to pay to BMI for each month of the Term an estimated license fee as an advance of the actual fee. Such monthly estimated license fee shall be based upon LICENSEE’s prior month’s number of Serviced Aircraft. The first license fee payment shall be made upon the signing of this Agreement. Each payment thereafter shall be made no later than twenty (20) days after the last day of the month for which the fee is due.

(c) BMI and LICENSEE acknowledge and agree that no fees will be due for any Serviced Aircraft during any period exceeding one (1) month during which such Serviced Aircraft are not in revenue service (e.g. while such Serviced Aircraft are being repaired or serviced).

(d) For each subsequent Contract Year of this Agreement, the license fees outlined in the License Fee Schedule in Paragraph 5(a) 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.

**6. REPORTING**

(a) At the same time as the license fee payments required by Paragraph 5 hereof are due, LICENSEE shall submit to BMI a monthly report, on report forms to be provided by BMI, certified either by an officer or by the auditor of LICENSEE, calculating the license fees due. The report form may also contain any other information regarding the subject matter of this Agreement which BMI reasonably requires.

(b) If, after processing the monthly report, the actual license fee due BMI is less than the estimated license fee already paid for such month, BMI will credit the difference to the account of LICENSEE.

(c) If, after processing the monthly report, the actual license fee due BMI is greater than the estimated license fee already paid for such month, LICENSEE will pay the difference between the actual and estimated license fee within thirty (30) days of receipt of BMI’s adjusted statement.

## **7. MUSIC REPORTS**

At the same time that each report required by Paragraph 6 hereof is due, LICENSEE agrees to provide BMI with (a) a report (electronically, if possible) of all Works utilized in the Music Programming and Audio-Visual Programming during the month reported, setting forth the title and, to the extent known or reasonably available to LICENSEE, the writer(s) and publisher(s) of each such composition, and (b) a copy of the music program(s) utilized by LICENSEE for the month covered by such report.

## **8. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS**

BMI shall have the right, upon reasonable notice to LICENSEE, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements and reports rendered and accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential.

## **9. 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 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.

## **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. OFFER OF COMPARABLE AGREEMENT**

In the event that BMI, at any time during the Term hereof, 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.

## **12. 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.

## **13. 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.



**14. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

**15. 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.

**16. 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.

**17. TERM OF AGREEMENT**

The Term of this Agreement is for a period of three (3) years beginning on the first day of (month/year) \_\_\_\_\_ 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, LLC ("BMI"), a Delaware Limited Liability Company 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.

<p><b><u>LEGAL NAME</u></b></p> <p><small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small></p> <p><b><u>TRADE NAME</u></b></p> <p><small>(Doing business under the name of)</small></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <small>(If Partnership)</small></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <small>(City/State)</small></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Phone) (Phone 2)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address) (Web Address)</small></p> <p><b><u>MAILING ADDRESS</u></b> <small>(If different from Licensed Premises)</small></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Contact Phone) (Contact Phone 2)</small></p> <p><small>(Email Address – if different from above)</small></p>			
<p><b>TO BE COMPLETED BY LICENSEE</b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <small>(If different from above)</small></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b>  <b>BMI, Licensing Dept</b>  <b>10 Music Square E., Nashville, TN 37203</b>  <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b>FOR ADMINISTRATIVE USE ONLY</b></p> <p><b>TO BE COMPLETED BY BMI</b></p> <p><b>Broadcast Music, LLC</b></p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:33%; text-align:center;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%; text-align:center;"><b>ARCM1</b></td> <td style="width:33%; text-align:center;"><b>LI-2025/FEB</b></td> </tr> </table> <p>Customer Number _____</p>	<b>FOR BMI USE ONLY</b>	<b>ARCM1</b>	<b>LI-2025/FEB</b>
<b>FOR BMI USE ONLY</b>	<b>ARCM1</b>	<b>LI-2025/FEB</b>		



# Music License for Aircraft Music Service Audio-Visual Programming Only

## 1. DEFINITIONS

- (a) **“Music Service”** shall mean the Audio-Visual Programming that LICENSEE provides to airline companies for public performance in Serviced Aircraft.
- (b) **“Audio-Visual Programming”** shall mean the audio-visual content supplied or leased to airline companies by LICENSEE as part of its Music Service to one or more airline companies (and in no other manner whatsoever) which is delivered by satellite, pre-recorded tapes or other forms of recordation capable of audio-visual performance for use only while Serviced Aircraft are in the air, while passengers are boarding and disembarking from Serviced Aircraft or while passengers are seated when Serviced Aircraft are on the ground.
- (c) **“Serviced Aircraft”** shall mean all aircrafts utilizing LICENSEE’s Audio-Visual Programming.
- (d) **“Seating Capacity”** of a Serviced Aircraft shall mean the total number of passenger seats available for sale.

## 2. BMI GRANT

- (a) BMI hereby grants to LICENSEE for the Term of this Agreement a non-exclusive license to perform publicly in Serviced Aircraft as part of its Audio-Visual Programming offered in connection with the Music Service (and in no other manner whatsoever) all of the musical works for which BMI controls the right to grant public performance licenses during the Term (the “Works”). This license extends to Audio-Visual Programming offered by LICENSEE as part of its Music Service to one or more airline companies while Serviced Aircraft are in the air and while passengers are boarding and disembarking from Serviced Aircraft or are seated when Serviced Aircraft are on the ground. This license shall only apply to domestic flights over and to and from the United States, its territories and possessions, and to international flights originating or terminating in the United States, its territories and possessions, to the extent that BMI may have the right to license such performances outside of the United States.
- (b) Notwithstanding anything to the contrary contained herein, this license shall not include or extend to:
  - (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; (ii) performances associated with advertising or commercial announcements of any kind or nature, except only LICENSEE’s recordings which are utilized in the Music Service programming; (iii) performances of the Works within any airport terminal buildings. This license shall extend only to the right of public performance (in the manner provided herein) of the Works and shall not be construed as authorizing LICENSEE to mechanically reproduce such Works by any method or means now or hereafter known.
- (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 composition.

## 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 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.

## 4. 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.

## 5. FEES

- (a) LICENSEE agrees to pay BMI for all of each airline companies' Serviced Aircraft utilizing LICENSEE's Audio-Visual Programming for each month of the Term hereof the applicable license fee(s) as set forth in the License Fee Schedule below:

### 2025 MONTHLY LICENSE FEE SCHEDULE PER SERVICED AIRCRAFT

<b>Audio-Visual Programming ONLY</b>	
<b><u>Seats Per Aircraft</u></b>	<b><u>Fee Per Aircraft</u></b>
100 or less	\$16.02
101-200	\$20.99
201-300	\$31.47
300+	\$47.52

- (b) Subject to Subparagraph 5(a) and (d) and Paragraph 6, LICENSEE agrees to pay to BMI for each month of the Term an estimated license fee as an advance of the actual fee. Such monthly estimated license fee shall be based upon LICENSEE's prior month's number of Serviced Aircraft. The first license fee payment shall be made upon the signing of this Agreement. Each payment thereafter shall be made no later than twenty (20) days after the last day of the month for which the fee is due.
- (c) BMI and LICENSEE acknowledge and agree that no fees will be due for any Serviced Aircraft during any period exceeding one (1) month during which such Serviced Aircraft are not in revenue service (e.g. while such Serviced Aircraft are being repaired or serviced).
- (d) For each subsequent Contract Year of this Agreement, the license fees outlined in the License Fee Schedule in Paragraph 5(a) 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.

## 6. REPORTING

- (a) At the same time as the license fee payments required by Paragraph 5 hereof are due, LICENSEE shall submit to BMI a monthly report, on report forms to be provided by BMI, certified either by an officer or by the auditor of LICENSEE, calculating the license fees due. The report form may also contain any other information regarding the subject matter of this Agreement which BMI reasonably requires.
- (b) If, after processing the monthly report, the actual license fee due BMI is less than the estimated license fee already paid for such month, BMI will credit the difference to the account of LICENSEE.
- (c) If, after processing the monthly report, the actual license fee due BMI is greater than the estimated license fee already paid for such month, LICENSEE will pay the difference between the actual and estimated license fee within thirty (30) days of receipt of BMI's adjusted statement.

## 7. MUSIC REPORTS

At the same time that each report required by Paragraph 6 hereof is due, LICENSEE agrees to provide BMI with (a) a report (electronically, if possible) of all Works utilized in the Audio-Visual Programming during the month reported, setting forth the title and, to the extent known or reasonably available to LICENSEE, the writer(s) and publisher(s) of each such composition, and (b) a copy of the music program(s) utilized by LICENSEE for the month covered by such report.

## 8. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS

BMI shall have the right, upon reasonable notice to LICENSEE, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements and reports rendered and accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential.

## **9. 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 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.

## **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. OFFER OF COMPARABLE AGREEMENT**

In the event that BMI, at any time during the Term hereof, 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.

## **12. 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.

## **13. 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.

## **14. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

## **15. 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.

## **16. 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.

**17. TERM OF AGREEMENT**

The Term of this Agreement is for a period of three (3) years beginning on the first day of (month/year) \_\_\_\_\_ and ending on the last day of (month/year) \_\_\_\_\_ 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, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<b><u>LEGAL NAME</u></b>	<b><u>LICENSED PREMISES</u></b>
<i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i>	<i>(Street Address)</i>
<b><u>TRADE NAME</u></b>	<i>(City) (State) (Zip)</i>
<i>(Doing business under the name of)</i>	<i>(Phone) (Phone 2)</i>
<b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b>	<i>(Contact Name) (Title)</i>
Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i>	<i>(Email Address) (Web Address)</i>
State of Incorporation _____ Federal Tax ID No. _____	<b><u>MAILING ADDRESS</u></b> <b>(If different from Licensed Premises)</b>
Partners' Names <i>(If Partnership)</i>	
1. _____	
2. _____	
3. _____	
<b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b>	<i>(Street Address)</i>
Local, State, or Federal _____	<i>(City) (State) (Zip)</i>
Municipality Name _____ <i>(City/State)</i>	<i>(Contact Name) (Title)</i>
	<i>(Contact Phone) (Contact Phone 2)</i>
	<i>(Email Address – if different from above)</i>

<b>TO BE COMPLETED BY LICENSEE</b> 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.	<b>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI Broadcast Music, LLC</b>		
Signature			
Print Name	Title		
Signatory Email Address <i>(If different from above)</i>			
<b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203</b>	<b>FOR BMI USE ONLY</b>	<b>ARCM1-AV</b>	<b>LI-2025/FEB</b>
	<b>Customer Number</b>		



# Music License for Aircraft

## 1. DEFINITIONS

- (a) **“Music Programming”** shall mean the audio-only music content offered by LICENSEE which is delivered by satellite, pre-recorded tapes, or other forms of recordation capable of audio performance for use only while Serviced Aircraft are in the air, while passengers are boarding and disembarking from Serviced Aircraft or while passengers are seated when Serviced Aircraft are on the ground.
- (b) **“Audio-Visual Programming”** shall mean the audio-visual content offered by LICENSEE which is delivered by satellite, pre-recorded tapes, or other forms of recordation capable of audio-visual performance for use only while Serviced Aircraft are in the air, while passengers are boarding and disembarking from Serviced Aircraft or while passengers are seated when Serviced Aircraft are on the ground.
- (c) **“Serviced Aircraft”** shall mean LICENSEE’s aircraft utilizing LICENSEE’s Music Programming and/or Audio-Visual Programming.
- (d) **“Seating Capacity”** of a Serviced Aircraft shall mean the total number of passenger seats available for sale.

## 2. BMI GRANT

- (a) BMI hereby grants to LICENSEE for the Term of this Agreement a non-exclusive license to perform publicly in Serviced Aircraft as part of its Music Programming and/or Audio-Visual Programming all of the musical works for which BMI controls the right to grant public performance licenses during the Term (the “Works”). This license extends to Music Programming and/or Audio-Visual Programming utilized by LICENSEE while Serviced Aircraft are in the air and while passengers are boarding and disembarking from Serviced Aircraft or are seated when Serviced Aircraft are on the ground. This license shall only apply to domestic flights over and to and from the United States, its territories, and possessions, and to international flights originating or terminating in the United States, its territories, and possessions, to the extent that BMI may have the right to license such performances outside of the United States.
- (b) Notwithstanding anything to the contrary contained herein, this license shall not include or extend to:
  - (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; (ii) performances associated with advertising or commercial announcements of any kind or nature, except only announcements relating to the air transportation and related services of LICENSEE and to the companies whose recordings are utilized in the music service; (iii) performances of the Works within any airport terminal buildings. This license shall extend only to the right of public performance (in the manner provided herein) of the Works and shall not be construed as authorizing LICENSEE to mechanically reproduce such Works by any method or means now or hereafter known.
- (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 composition.

## 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 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.

**4. 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.

**5. FEES**

(a) LICENSEE agrees to pay BMI for each Serviced Aircraft for each month of the Term hereof the applicable license fee(s) computed as follows:

**2025 MONTHLY LICENSE FEE SCHEDULE PER SERVICED AIRCRAFT**

<u>CATEGORY A</u>		<u>CATEGORY B</u>		<u>CATEGORY C</u>	
Music Programming		Audio-Visual Programming (paid in addition to Category A)		Music Programming Boarding or Disembarking <u>Only</u>	
<u>Seats</u>	<u>Fee</u>	<u>Seats</u>	<u>Fee</u>	<u>Seats</u>	<u>Fee</u>
100 or less	\$45.78	100 or less	\$7.08	100 or less	\$11.41
101-200	\$64.79	101-200	\$11.01	101-200	\$14.98
201-300	\$90.02	201-300	\$13.17	201-300	\$22.52
300+	\$123.40	300+	\$16.65	300+	\$31.95

(i) For each Serviced Aircraft that utilizes Music Programming, LICENSEE shall pay a monthly license fee as set forth in Category A on the License Fee Schedule above.

(ii) For each Serviced Aircraft that utilizes For each Serviced Aircraft that utilizes Audio-Visual Programming in addition to Music Programming, LICENSEE shall pay a monthly license fee as set forth in Category B, in addition to the fees set forth in Category A in the License Fee Schedule above.

(iii) For each Serviced Aircraft that utilizes Music Programming during boarding or disembarking **only**, LICENSEE shall pay a monthly license fee as set forth in Category C on the License Fee Schedule above.

(b) Subject to Subparagraph 5 (a) and (d) and Paragraph 6, LICENSEE agrees to pay to BMI for each month of the Term an estimated license fee as an advance of the actual fee. Such monthly estimated license fee shall be based upon LICENSEE’s prior month’s number of Serviced Aircraft. The first license fee payment shall be made upon the signing of this Agreement. Each payment thereafter shall be made no later than twenty (20) days after the first day of the month for which the fee is due.

(c) BMI and LICENSEE acknowledge and agree that no fees will be due for any Serviced Aircraft during any period exceeding one (1) month during which such Serviced Aircraft are not in revenue service (e.g. while such Serviced Aircraft are being repaired or serviced).

(d) For each subsequent Contract Year of this Agreement, the license fees outlined in the License Fee Schedule in Paragraph 5(a) 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.



## **6. REPORTING**

- (a) At the same time as the license fee payments required by Paragraph 5 hereof are due, LICENSEE shall submit to BMI a monthly report, on report forms to be provided by BMI, certified either by an officer or by the auditor of LICENSEE, calculating the license fees due. The report form may also contain any other information regarding the subject matter of this Agreement which BMI reasonably requires.
- (b) If, after processing the monthly report, the actual license fee due BMI is less than the estimated license fee already paid for such month, BMI will credit the difference to the account of LICENSEE.
- (c) If, after processing the monthly report, the actual license fee due BMI is greater than the estimated license fee already paid for such month, LICENSEE will pay the difference between the actual and estimated license fee within thirty (30) days of receipt of BMI's adjusted statement.

## **7. MUSIC REPORTS**

At the same time that each report required by Paragraph 6 hereof is due, LICENSEE agrees to provide BMI with (a) a report (electronically, if possible) of all Works utilized in the Music Programming and Audio-Visual Programming during the month reported, setting forth the title and, to the extent known or reasonably available to LICENSEE, the writer(s) and publisher(s) of each such composition, and (b) a copy of the music program(s) utilized by LICENSEE for the month covered by such report.

## **8. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS**

BMI shall have the right, upon reasonable notice to LICENSEE, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements and reports rendered, and accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential.

## **9. 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 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.

## **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. 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.

## **12. 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.

### **13. 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.

### **14. 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.

### **15. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

### **16. 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.

### **17. 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.

**18. TERM OF AGREEMENT**

The Term of this Agreement is for a period of three (3) years beginning on the first day of (month/year) \_\_\_\_\_ 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, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p>	
<p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p>	<p><i>(Street Address)</i></p>	
<p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><i>(City)</i> <span style="margin-left: 100px;"><i>(State)</i></span> <span style="margin-left: 50px;"><i>(Zip)</i></span></p>	<p><i>(Phone)</i> <span style="margin-left: 100px;"><i>(Phone 2)</i></span></p>
	<p><i>(Contact Name)</i> <span style="margin-left: 100px;"><i>(Title)</i></span></p>	<p><i>(Email Address)</i> <span style="margin-left: 100px;"><i>(Web Address)</i></span></p>
	<p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p>	
	<p><i>(Street Address)</i></p>	
	<p><i>(City)</i> <span style="margin-left: 100px;"><i>(State)</i></span> <span style="margin-left: 50px;"><i>(Zip)</i></span></p>	
	<p><i>(Contact Name)</i> <span style="margin-left: 100px;"><i>(Title)</i></span></p>	
	<p><i>(Contact Phone)</i> <span style="margin-left: 100px;"><i>(Contact Phone 2)</i></span></p>	
	<p><i>(Email Address – if different from above)</i></p>	
<p><b>TO BE COMPLETED BY LICENSEE</b></p> <p>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.</p>	<p><b>FOR ADMINISTRATIVE USE ONLY</b> <b>TO BE COMPLETED BY BMI</b> <b>Broadcast Music, LLC</b></p>	
<p>Signature _____</p>		
<p>Print Name _____ Title _____</p>		
<p>Signatory Email Address _____ <i>(If different from above)</i></p>	<p><b>FOR BMI USE ONLY</b></p>	<p><b>ARC1</b></p>
<p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b>LI-2025/FEB</b></p>	
	<p><b>Customer Number</b></p>	



# Music License for Retail Establishments

## 1. DEFINITIONS

(a) **Licensed Retail Premises** shall mean a retail store or establishment open to the general public which is used exclusively for the sale of goods and/or services to the public. Licensed Retail Premises shall not include the common area of a shopping center or mall. Licensed Retail Premises shall also not include eating and drinking establishments such as restaurants, bars, grills, nightclubs or similar premises. However, a bar, café or restaurant owned and operated by LICENSEE that is located within a Licensed Retail Premises listed on Licensed Retail Premises List and that is operated by LICENSEE as an additional service for store patrons may be included in this license upon reporting and payment of fees for all applicable music uses under the License Fee Schedule.

(b) **Recorded Music** shall mean music performed by: (1) the reception of radio broadcasts, including internet webcasts, and further transmission of those broadcasts over a loudspeaker or system of loudspeakers; (2) the use of LICENSEE's (as distinguished from a commercial/background music service's) audio tapes, records, CD's, DAT's by means of LICENSEE's audio-only tape, record, CD, DAT players; or (3) non-live audio-visual uses of music (such as the use of a large-screen projection television or like medium, video tapes and/or multiple televisions).

(c) **Live Music, for the purposes of this Agreement only**, shall mean music performed by musicians, singers or other entertainers actually present and performing in the space to which this Agreement applies or recorded music which is used as an accompaniment to any other activity such as (but not limited to) fashion shows, puppet shows, comedy acts, disc jockeys, etc.

(d) **Chain Operation** shall mean ten (10) or more licensable locations, that are owned and operated by LICENSEE whether directly or through a wholly owned or majority-controlled subsidiary.

(e) **Square Footage** shall mean the entire interior space of that establishment, and any adjoining outdoor space used to serve patrons, whether on a seasonal basis or otherwise.

## 2. BMI GRANT

(a) BMI grants LICENSEE a non-exclusive license to perform publicly at each of the Licensed Retail Premises listed on Licensed Retail Premises List annexed hereto (as may from time to time be amended) by means of Live Music or Recorded Music, (as these terms are defined herein) and not otherwise, non-dramatic performances of all musical works of which BMI controls the right to grant public performance licenses during the Term of this Agreement.

(b) This Agreement does not include: (1) the right to present the music in any way which may be a use of the "grand rights"; or (2) the right to transmit performances outside of the Licensed Retail Premises; or (3) the right to perform music by means of any coin-operated phonorecord player as defined in the Copyright Act ("Jukebox") where a Jukebox License Office ("JLO") agreement may be obtained for such Jukebox, or by any coin-operated digital music service that does not qualify as a Jukebox; or (4) any Licensed Retail Premises to which an admission fee is charged.

BMI may withdraw from the license LICENSEE's 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. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or arrears in payment under this Agreement, BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits of Copyright Infringement that may be made or brought against them or any of them with respect to the public performance of any musical work licensed under this Agreement. Such indemnity shall be limited to the works which are licensed by BMI at the time of LICENSEE's public performances. 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. BMI will, upon reasonable written request, advise you whether specific musical works are available for performance, under this Agreement, if LICENSEE provides the title and the writer/composer of each musical work.

#### **4. TERMINATION OF AGREEMENT BY LICENSEE**

In the event that you sell the Licensed Retail Premises or close the business during the Term of this Agreement and you send BMI written notice by certified mail within 30 days of the sale or closing, BMI will adjust your fees pro rata from the date of sale or closing, and will refund to you any unearned licensed fees paid hereunder. If such notice is received more than 30 days after the sale or closing, BMI will adjust your fees prospectively for the remainder of the contract year in which BMI received the notice. In either event, your credit adjustment hereunder shall not reduce your annual fee due BMI below the annual minimum fee applicable under the Agreement. If you do not timely notify BMI in accordance with this Paragraph prior to the end of the contract year in which the sale or closing occurred, this Agreement will remain in effect for the entire year, and you will be responsible for the entire annual fee due to BMI hereunder.

#### **5. 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 thirty (30) days after LICENSEE's receipt of written notice 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 the right to cancel this Agreement in accordance with the terms of the Paragraph.

#### **6. 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 arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

#### **7. NOTICES**

Unless otherwise stated herein, any notice 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 as stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee, 37203.

#### **8. FEES**

(a) LICENSEE warrants that the Licensed Retail Premises listed on Licensed Retail Premises List are within the Class(es) shown on the License Fee Schedule.

(b) LICENSEE agrees to pay BMI the total annual license fees as set forth on the LICENSE FEE SCHEDULE payable for each Licensed Retail Premises listed on Licensed Retail Premises List. License fees are payable quarterly in January, April, July and October of each contract year with payment due by the twentieth (20<sup>th</sup>) day of each quarter.

(c) Notwithstanding subparagraph 8(b), if any quarterly payment is not received by the 90<sup>th</sup> day after such payment is due, LICENSEE'S right to make quarterly payments shall immediately terminate for the remainder of this Agreement and the unpaid portion of the Annual Fee will be immediately due and payable.

(d) The schedules of the Annual Fee shall be adjusted for calendar year 2025 of the Agreement and for each subsequent calendar year based on the percentage increase in the United States Consumer Price Index (National, All Items) between the preceding October and the October prior thereto. BMI will notify LICENSEE of the amount of each new fee.

(e) BMI may impose a late payment charge of one and one-half percent (1½%) per month from the date any payment or report was due on any payment that is received by BMI more than thirty (30) days after the due date.

(f) 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 licensees, LICENSEE agrees to pay to BMI the full amount of such tax together with LICENSEE's fee payment(s); provided however, that (a) BMI shall make reasonable efforts to be exempted or excused from paying such tax, and (b) BMI is permitted by law to pass through such tax to LICENSEE.

## **9. REPORTING**

(a) On or before the 20<sup>th</sup> day of the first month following each contract year of the Term, LICENSEE shall furnish BMI with a statement which shall include the following information for each Licensed Retail Premises for such contract year: (1) trade name, address, phone number and contact name; (2) total Square Footage; (3) whether the Licensed Retail Premises was added or deleted during the contract year and the date of and reason for any additions or deletions; and (4) type of music usage for each Licensed Retail Premises listed.

(b) If the actual license fee due BMI is greater than the estimated license fee already paid by LICENSEE to BMI during the previous contract year (or part thereof), LICENSEE agrees to pay to BMI an amount equal to the difference between the actual and the estimated license fees within thirty (30) days of BMI's billing therefore.

(c) If the actual license fee due BMI is less than the estimated license fee already paid by LICENSEE to BMI during the previous calendar year (or part thereof), BMI agrees to credit the difference to the account of LICENSEE, and if such difference shall occur during the last calendar year of the Term, BMI agrees to refund the same promptly.

(d) This Agreement will extend to each Licensed Retail Premises added to Licensed Retail Premises List as of the day on which Recorded Audio, Audio-Visual, Live, Recorded with Acts is first performed at such added Licensed Retail Premises, as long as payment for and reporting of that Licensed Retail Premises is made as required herein. LICENSEE shall give BMI written notice within twenty (20) days of the time music is being performed at any Licensed Retail Premises not listed on Licensed Retail Premises List. The notice will include the address and square footage of additional Licensed Retail Premises, type of music used as stipulated in Paragraph 9(a), and the month music use began. At the same time, LICENSEE will pay the correct license fee on the License Fee Schedule, prorated to the first day of the month in which the music use began; provided however, the license fee for that Licensed Retail Premises will not be less than the applicable minimum fee. If LICENSEE notifies BMI that any Licensed Retail Premises discontinue(s) music use, LICENSEE will receive a credit of fees paid for said Licensed Retail Premises, prorated to the beginning of the month of discontinuance. However, the license fee for that Licensed Retail Premises will not be less than the minimum fee.

(e) In the event that LICENSEE, with multiple Licensed Retail Premises, operates less than ten (10) Licensed Retail Premises during any reporting period, the license fee for each such Licensed Retail Premises for the period and the next advance payment period shall be the appropriate fee (prorated, if applicable) as then being charged by BMI for single Licensed Retail Premises, less any payments previously made for such period for each such Licensed Retail Premises. However, the license fee for each Licensed Retail Premises will not be less than the applicable minimum fee.

(f) BMI shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty (30) days advance written notice, to examine those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as confidential.

(g) BMI may from time to time review music use at your Licensed Retail Premises. BMI may make inquiries in person or by phone as to the accuracy of music use reported. If BMI thereafter believes that you are not paying license fees consistent with the use of music at the Licensed Retail Premises, BMI will notify you by mail. If you agree to BMI's assessment of fees due pursuant to this Agreement, the adjusted billing will be reflected on your next invoice. If you dispute BMI's assessment of fees due pursuant to this

Agreement, you must notify BMI within 30 days of the notification by BMI. If within 90 days of such notification by BMI you do not respond or you and BMI cannot agree upon an appropriate fee, either party may commence an arbitration proceeding pursuant to Paragraph 6 to resolve the dispute over the amount of your license fees. Such right shall be in addition to any and all other remedies BMI may have under the Agreement, including the right to cancel this Agreement.

#### **10. CANCELLATION OF ENTIRE CATEGORY**

BMI shall have the right to cancel the 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.

#### **11. OFFER OF COMPARABLE AGREEMENT**

In the event that BMI, at any time during the Term hereof, 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.

#### **12. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties and supersedes all prior and/or current Music Performance Agreements used for the class and category of music use defined herein between the parties which are heretofore null and void. This Agreement shall not be binding until signed by both parties and cannot be waived or added to or modified orally. No waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE hereunder shall be assignable provided that such assignment be subject to BMI's approval, which approval shall not be unreasonably withheld. This Agreement, its validity, construction and effect, shall in all instances be governed by the substantive laws of the State of New York, regardless of that state's choice-of-law rules. 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 provision of this Agreement. The headings are for convenience only and are not a part of the Agreement.

#### **13. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of the Agreement.

#### **14. COLORADO 3 BUSINESS DAY REVIEW**

LICENSEE shall have the right to rescind the Agreement for a period of three (3) business days after execution of the Agreement.

## 2025 License Fee Schedule

**Schedule 1A: RECORDED MUSIC  
One (1) to Nine (9) Licensed Retail Premises**  
(A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises.)

Class	Total Square Footage Of Each Licensed Retail Premises	a) Annual License Fee for Audio-Only Performances*	b) Annual License Fee for Audio-Visual Performances*
1.	2,000 or less	\$302.60	\$408.45
2.	2,001 to 2,500	\$409.34	\$552.58
3.	2,501 to 5,000	\$587.31	\$792.85
4.	5,001 to 7,500	\$943.27	\$1,273.39
5.	7,501 to 10,000	\$1,299.18	\$1,753.91
6.	10,001 to 12,500	\$1,655.16	\$2,234.47
7.	12,501 to 15,000	\$2,011.11	\$2,714.95
8.	15,001 to 17,500	\$2,367.00	\$3,195.52
9.	over 17,500	\$2,580.63	\$3,483.81

**Schedule 1B: RECORDED MUSIC  
Chains with Ten (10) or More Licensed Retail Premises**  
(A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises. These fees are successive. "Successive" means that the first 300 premises using Audio-Only will pay Class (1) fees; the 301<sup>st</sup> through the 500<sup>th</sup> will pay Class (2) fees, etc. The same form of computation of fees applies to premises using Audio-Visual.)

Class	Number of Licensed Retail Premises	a) Annual License Fee for Audio-Only Performances*	b) Annual License Fee for Audio-Visual Performances*
1.	1 to 300	\$302.60	\$408.45
2.	301 to 500	\$266.98	\$360.39
3.	501 to 800	\$240.27	\$324.34
4.	801 to 2,000	\$213.57	\$288.31
5.	over 2,000	\$186.90	\$252.27

\*If both Audio and Audio-Visual performances are utilized at the Licensed Retail Premises, the higher fee shall apply.

**Schedule 2: LIVE MUSIC  
Single Singer / Instrumentalist**  
(Schedule 2 fees are paid in addition to fees due to any other applicable schedules. A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises.)

Class	Total Square Footage of Each Licensed Retail Premises	Annual Fee Per Premises
1.	2,000 or less	\$266.98
2.	2,001 to 2,500	\$355.95
3.	2,501 to 5,000	\$596.21
4.	5,001 to 6,500	\$774.20
5.	6,501 to 7,500	\$889.87
6.	7,501 to 8,500	\$1,023.34
7.	8,501 to 9,500	\$1,156.86
8.	9,501 to 10,000	\$1,245.78
9.	over 10,000	\$1,334.80

**Schedule 3: LIVE MUSIC Multiple  
Singers / Instrumentalists**  
(Multiple Singers or Instrumentalists and/or Performance of Recorded Music as Accompaniment to Acts / Events (i.e. Fashion Shows with Live Models, Seasonal Events with Live Performers))

- Schedule 3 fees are paid in addition to fees due to any other applicable schedules.
- \$56.94 per day for each Licensed Retail Premises, with a **MAXIMUM FEE** for each Licensed Retail Premises for Schedule 3 of \$4,591.69.
- If the only music employed by a Licensed Retail Premises is that for which fees are assessed pursuant to Schedule 3, then a **MINIMUM FEE** of \$266.98 for each Licensed Retail Premises shall apply or \$56.94 per day, whichever is greater.

### LICENSED RETAIL PREMISES REPORTING

(Complete the following if there is only one (1) Licensed Retail Premises under this Agreement. If there is more than one (1) Licensed Retail Premises, please attach a list of all Licensed Retail Premises with appropriate information provided. In the address field simply enter "see attached list of Licensed Retail Premises" when appropriate.)

**SQUARE FOOTAGE:** \_\_\_\_\_ (Square Footage is used to calculate Schedules 1A, 1B and 2)

**SCHEDULE 1A or 1B - Recorded Music**

Type of Recorded Music: \_\_\_\_\_ Fee for Schedule 1A or 1B \_\_\_\_\_

**SCHEDULE 2 - Live Music-Single Singer / Instrumentalist**

\*Calculated based on Square Footage above Fee for Schedule 2 \_\_\_\_\_

**SCHEDULE 3 - Live Music-Multiple Singers / Instrumentalists and/or Performance of Recorded Music as an Accompaniment to Acts**

# of Days with Live Music \_\_\_\_\_ x \$56.94 per day (attach a list of all events) Fee for Schedule 3 \_\_\_\_\_

**COMBINE FEES from SCHEDULES 1A OR 1B and/or 2 & 3 as applicable** TOTAL ANNUAL FEE \_\_\_\_\_



**15. TERM**

The Term of this Agreement shall begin on the first day of (month/year) \_\_\_\_\_ and end on the last day of December \_\_\_\_\_ (a "Contract Year"). It will continue annually unless cancelled by either LICENSEE or BMI at the end of the first Term or any following one (1) year Term by giving thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-00030, herein referred to as BMI, **and the entity described below and herein referred to as LICENSEE.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p>	
<p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p>	<p><i>(Street Address)</i></p>	
<p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><i>(City)</i> <span style="margin-left: 100px;"><i>(State)</i></span> <span style="margin-left: 50px;"><i>(Zip)</i></span></p>	<p><i>(Phone)</i> <span style="margin-left: 100px;"><i>(Phone 2)</i></span></p>
	<p><i>(Contact Name)</i> <span style="margin-left: 100px;"><i>(Title)</i></span></p>	<p><i>(Email Address)</i> <span style="margin-left: 100px;"><i>(Web Address)</i></span></p>
	<p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p>	
	<p><i>(Street Address)</i></p>	
	<p><i>(City)</i> <span style="margin-left: 100px;"><i>(State)</i></span> <span style="margin-left: 50px;"><i>(Zip)</i></span></p>	
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	<p><i>(Contact Phone)</i> <span style="margin-left: 100px;"><i>(Contact Phone 2)</i></span></p>	
	<p><i>(Email Address – If different from above)</i></p>	
<p><b>TO BE COMPLETED BY LICENSEE</b></p> <p>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.</p>	<p><b>FOR ADMINISTRATIVE USE ONLY</b> <b>TO BE COMPLETED BY BMI</b> <b>Broadcast Music, LLC</b></p>	
<p>Signature _____</p>		
<p>Print Name _____ Title _____</p>		
<p>Signatory Email Address _____ <i>(If different from above)</i></p>		
<p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b>FOR BMI USE ONLY</b></p>	<p><b>RTL1</b></p>
	<p><b>LI-2025/FEB</b></p>	
	<p><b>Customer Number</b></p>	



# Music License for Retail Establishments

## 1. DEFINITIONS

(a) **Licensed Retail Premises** shall mean a retail store or establishment open to the general public which is used exclusively for the sale of goods and/or services to the public. Licensed Retail Premises shall not include the common area of a shopping center or mall. Licensed Retail Premises shall also not include eating and drinking establishments such as restaurants, bars, grills, nightclubs or similar premises. However, a bar, café or restaurant owned and operated by LICENSEE that is located within a Licensed Retail Premises listed on Licensed Retail Premises List and that is operated by LICENSEE as an additional service for store patrons may be included in this license upon reporting and payment of fees for all applicable music uses under the License Fee Schedule.

(b) **Recorded Music** shall mean music performed by: (1) the reception of radio broadcasts, including internet webcasts, and further transmission of those broadcasts over a loudspeaker or system of loudspeakers; (2) the use of LICENSEE's (as distinguished from a commercial/background music service's) audio tapes, records, CD's, DAT's by means of LICENSEE's audio-only tape, record, CD, DAT players; or (3) non-live audio-visual uses of music (such as the use of a large-screen projection television or like medium, video tapes and/or multiple televisions).

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(d) **Chain Operation** shall mean ten (10) or more licensable locations, that are owned and operated by LICENSEE whether directly or through a wholly owned or majority-controlled subsidiary.

(e) **Square Footage** shall mean the entire interior space of that establishment, and any adjoining outdoor space used to serve patrons, whether on a seasonal basis or otherwise.

## 2. BMI GRANT

(a) BMI grants LICENSEE a non-exclusive license to perform publicly at each of the Licensed Retail Premises listed on Licensed Retail Premises List annexed hereto (as may from time to time be amended) by means of Live Music or Recorded Music, (as these terms are defined herein) and not otherwise, non-dramatic performances of all musical works of which BMI controls the right to grant public performance licenses during the Term of this Agreement.

(b) This Agreement does not include: (1) the right to present the music in any way which may be a use of the "grand rights"; or (2) the right to transmit performances outside of the Licensed Retail Premises; or (3) the right to perform music by means of any coin-operated phonorecord player as defined in the Copyright Act ("Jukebox") where a Jukebox License Office ("JLO") agreement may be obtained for such Jukebox, or by any coin-operated digital music service that does not qualify as a Jukebox; or (4) any Licensed Retail Premises to which an admission fee is charged.

BMI may withdraw from the license LICENSEE's 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. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or arrears in payment under this Agreement, BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits of Copyright Infringement that may be made or brought against them or any of them with respect to the public performance of any musical work licensed under this Agreement. Such indemnity shall be limited to the works which are licensed by BMI at the time of LICENSEE's public performances. 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. BMI will, upon reasonable written request, advise you whether specific musical works are available for performance, under this Agreement, if LICENSEE provides the title and the writer/composer of each musical work.

#### **4. TERMINATION OF AGREEMENT BY LICENSEE**

In the event that you sell the Licensed Retail Premises or close the business during the Term of this Agreement and you send BMI written notice by certified mail within 30 days of the sale or closing, BMI will adjust your fees pro rata from the date of sale or closing, and will refund to you any unearned licensed fees paid hereunder. If such notice is received more than 30 days after the sale or closing, BMI will adjust your fees prospectively for the remainder of the contract year in which BMI received the notice. In either event, your credit adjustment hereunder shall not reduce your annual fee due BMI below the annual minimum fee applicable under the Agreement. If you do not timely notify BMI in accordance with this Paragraph prior to the end of the contract year in which the sale or closing occurred, this Agreement will remain in effect for the entire year, and you will be responsible for the entire annual fee due to BMI hereunder.

#### **5. 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 thirty (30) days after LICENSEE's receipt of written notice 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 the right to cancel this Agreement in accordance with the terms of the Paragraph.

#### **6. 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 arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

#### **7. NOTICES**

Unless otherwise stated herein, any notice 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 as stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee, 37203.

#### **8. FEES**

(a) LICENSEE warrants that the Licensed Retail Premises listed on Licensed Retail Premises List are within the Class(es) shown on the License Fee Schedule.

(b) LICENSEE agrees to pay BMI the total annual license fees as set forth on the LICENSE FEE SCHEDULE payable for each Licensed Retail Premises listed on Licensed Retail Premises List. License fees are payable quarterly in January, April, July and October of each contract year with payment due by the twentieth (20<sup>th</sup>) day of each quarter.

(c) Notwithstanding subparagraph 8(b), if any quarterly payment is not received by the 90<sup>th</sup> day after such payment is due, LICENSEE'S right to make quarterly payments shall immediately terminate for the remainder of this Agreement and the unpaid portion of the Annual Fee will be immediately due and payable.

(d) The schedules of the Annual Fee shall be adjusted for calendar year 2025 of the Agreement and for each subsequent calendar year based on the percentage increase in the United States Consumer Price Index (National, All Items) between the preceding October and the October prior thereto. BMI will notify LICENSEE of the amount of each new fee.

(e) BMI may impose a late payment charge of one and one-half percent (1½%) per month from the date any payment or report was due on any payment that is received by BMI more than thirty (30) days after the due date.

(f) 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 licensees, LICENSEE agrees to pay to BMI the full amount of such tax together with LICENSEE's fee payment(s); provided however, that (a) BMI shall make reasonable efforts to be exempted or excused from paying such tax, and (b) BMI is permitted by law to pass through such tax to LICENSEE.

## **9. REPORTING**

(a) On or before the 20<sup>th</sup> day of the first month following each contract year of the Term, LICENSEE shall furnish BMI with a statement which shall include the following information for each Licensed Retail Premises for such contract year: (1) trade name, address, phone number and contact name; (2) total Square Footage; (3) whether the Licensed Retail Premises was added or deleted during the contract year and the date of and reason for any additions or deletions; and (4) type of music usage for each Licensed Retail Premises listed.

(b) If the actual license fee due BMI is greater than the estimated license fee already paid by LICENSEE to BMI during the previous contract year (or part thereof), LICENSEE agrees to pay to BMI an amount equal to the difference between the actual and the estimated license fees within thirty (30) days of BMI's billing therefore.

(c) If the actual license fee due BMI is less than the estimated license fee already paid by LICENSEE to BMI during the previous calendar year (or part thereof), BMI agrees to credit the difference to the account of LICENSEE, and if such difference shall occur during the last calendar year of the Term, BMI agrees to refund the same promptly.

(d) This Agreement will extend to each Licensed Retail Premises added to Licensed Retail Premises List as of the day on which Recorded Audio, Audio-Visual, Live, Recorded with Acts is first performed at such added Licensed Retail Premises, as long as payment for and reporting of that Licensed Retail Premises is made as required herein. LICENSEE shall give BMI written notice within twenty (20) days of the time music is being performed at any Licensed Retail Premises not listed on Licensed Retail Premises List. The notice will include the address and square footage of additional Licensed Retail Premises, type of music used as stipulated in Paragraph 9(a), and the month music use began. At the same time, LICENSEE will pay the correct license fee on the License Fee Schedule, prorated to the first day of the month in which the music use began; provided however, the license fee for that Licensed Retail Premises will not be less than the applicable minimum fee. If LICENSEE notifies BMI that any Licensed Retail Premises discontinue(s) music use, LICENSEE will receive a credit of fees paid for said Licensed Retail Premises, prorated to the beginning of the month of discontinuance. However, the license fee for that Licensed Retail Premises will not be less than the minimum fee.

(e) In the event that LICENSEE, with multiple Licensed Retail Premises, operates less than ten (10) Licensed Retail Premises during any reporting period, the license fee for each such Licensed Retail Premises for the period and the next advance payment period shall be the appropriate fee (prorated, if applicable) as then being charged by BMI for single Licensed Retail Premises, less any payments previously made for such period for each such Licensed Retail Premises. However, the license fee for each Licensed Retail Premises will not be less than the applicable minimum fee.

(f) BMI shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty (30) days advance written notice, to examine those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as confidential.

(g) BMI may from time to time review music use at your Licensed Retail Premises. BMI may make inquiries in person or by phone as to the accuracy of music use reported. If BMI thereafter believes that you are not paying license fees consistent with the use of music at the Licensed Retail Premises, BMI will notify you by mail. If you agree to BMI's assessment of fees due pursuant to this Agreement, the adjusted billing will be reflected on your next invoice. If you dispute BMI's assessment of fees due pursuant to this

Agreement, you must notify BMI within 30 days of the notification by BMI. If within 90 days of such notification by BMI you do not respond or you and BMI cannot agree upon an appropriate fee, either party may commence an arbitration proceeding pursuant to Paragraph 6 to resolve the dispute over the amount of your license fees. Such right shall be in addition to any and all other remedies BMI may have under the Agreement, including the right to cancel this Agreement.

#### **10. CANCELLATION OF ENTIRE CATEGORY**

BMI shall have the right to cancel the 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.

#### **11. OFFER OF COMPARABLE AGREEMENT**

In the event that BMI, at any time during the Term hereof, 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.

#### **12. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties and supersedes all prior and/or current Music Performance Agreements used for the class and category of music use defined herein between the parties which are heretofore null and void. This Agreement shall not be binding until signed by both parties and cannot be waived or added to or modified orally. No waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE hereunder shall be assignable provided that such assignment be subject to BMI's approval, which approval shall not be unreasonably withheld. This Agreement, its validity, construction and effect, shall in all instances be governed by the substantive laws of the State of New York, regardless of that state's choice-of-law rules. 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 provision of this Agreement. The headings are for convenience only and are not a part of the Agreement.

#### **13. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of the Agreement.

#### **14. COLORADO 3 BUSINESS DAY REVIEW**

LICENSEE shall have the right to rescind the Agreement for a period of three (3) business days after execution of the Agreement.

## 2025 License Fee Schedule

**Schedule 1A: RECORDED MUSIC  
One (1) to Nine (9) Licensed Retail Premises**  
(A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises.)

Class	Total Square Footage Of Each Licensed Retail Premises	a) Annual License Fee for Audio-Only Performances*	b) Annual License Fee for Audio-Visual Performances*
1.	2,000 or less	\$302.60	\$408.45
2.	2,001 to 2,500	\$409.34	\$552.58
3.	2,501 to 5,000	\$587.31	\$792.85
4.	5,001 to 7,500	\$943.27	\$1,273.39
5.	7,501 to 10,000	\$1,299.18	\$1,753.91
6.	10,001 to 12,500	\$1,655.16	\$2,234.47
7.	12,501 to 15,000	\$2,011.11	\$2,714.95
8.	15,001 to 17,500	\$2,367.00	\$3,195.52
9.	over 17,500	\$2,580.63	\$3,483.81

**Schedule 1B: RECORDED MUSIC  
Chains with Ten (10) or More Licensed Retail Premises**  
(A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises. These fees are successive. "Successive" means that the first 300 premises using Audio-Only will pay Class (1) fees; the 301<sup>st</sup> through the 500<sup>th</sup> will pay Class (2) fees, etc. The same form of computation of fees applies to premises using Audio-Visual.)

Class	Number of Licensed Retail Premises	a) Annual License Fee for Audio-Only Performances*	b) Annual License Fee for Audio-Visual Performances*
1.	1 to 300	\$302.60	\$408.45
2.	301 to 500	\$266.98	\$360.39
3.	501 to 800	\$240.27	\$324.34
4.	801 to 2,000	\$213.57	\$288.31
5.	over 2,000	\$186.90	\$252.27

\*If both Audio and Audio-Visual performances are utilized at the Licensed Retail Premises, the higher fee shall apply.

**Schedule 2: LIVE MUSIC  
Single Singer / Instrumentalist**  
(Schedule 2 fees are paid in addition to fees due to any other applicable schedules. A **MINIMUM FEE** of not less than the lowest **CLASS** fee applies to each Licensed Retail Premises.)

Class	Total Square Footage of Each Licensed Retail Premises	Annual Fee Per Premises
1.	2,000 or less	\$266.98
2.	2,001 to 2,500	\$355.95
3.	2,501 to 5,000	\$596.21
4.	5,001 to 6,500	\$774.20
5.	6,501 to 7,500	\$889.87
6.	7,501 to 8,500	\$1,023.34
7.	8,501 to 9,500	\$1,156.86
8.	9,501 to 10,000	\$1,245.78
9.	over 10,000	\$1,334.80

**Schedule 3: LIVE MUSIC Multiple  
Singers / Instrumentalists**  
(Multiple Singers or Instrumentalists and/or Performance of Recorded Music as Accompaniment to Acts / Events (i.e. Fashion Shows with Live Models, Seasonal Events with Live Performers))

- Schedule 3 fees are paid in addition to fees due to any other applicable schedules.
- \$56.94 per day for each Licensed Retail Premises, with a **MAXIMUM FEE** for each Licensed Retail Premises for Schedule 3 of \$4,591.69.
- If the only music employed by a Licensed Retail Premises is that for which fees are assessed pursuant to Schedule 3, then a **MINIMUM FEE** of \$266.98 for each Licensed Retail Premises shall apply or \$56.94 per day, whichever is greater.

### LICENSED RETAIL PREMISES REPORTING

(Complete the following if there is only one (1) Licensed Retail Premises under this Agreement. If there is more than one (1) Licensed Retail Premises, please attach a list of all Licensed Retail Premises with appropriate information provided. In the address field simply enter "see attached list of Licensed Retail Premises" when appropriate.)

**SQUARE FOOTAGE:** \_\_\_\_\_ (Square Footage is used to calculate Schedules 1A, 1B and 2)

**SCHEDULE 1A or 1B - Recorded Music**

Type of Recorded Music: \_\_\_\_\_ Fee for Schedule 1A or 1B \_\_\_\_\_

**SCHEDULE 2 - Live Music-Single Singer / Instrumentalist**

\*Calculated based on Square Footage above Fee for Schedule 2 \_\_\_\_\_

**SCHEDULE 3 - Live Music-Multiple Singers / Instrumentalists and/or Performance of Recorded Music as an Accompaniment to Acts**

# of Days with Live Music \_\_\_\_\_ x \$56.94 per day (attach a list of all events) Fee for Schedule 3 \_\_\_\_\_

**COMBINE FEES from SCHEDULES 1A OR 1B and/or 2 & 3 as applicable** TOTAL ANNUAL FEE See Attached Schedule A \_\_\_\_\_

**15. TERM**

The Term of this Agreement shall begin on the first day of (month/year) \_\_\_\_\_ and end on the last day of December \_\_\_\_\_ (a "Contract Year"). It will continue annually unless cancelled by either LICENSEE or BMI at the end of the first Term or any following one (1) year Term by giving thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-00030, herein referred to as BMI, **and the entity described below and herein referred to as LICENSEE.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p>See Attached Schedule A</p>							
<p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p>	<p><i>(Street Address)</i></p>	<p><i>(City)</i> <span style="float:right;"><i>(State)</i> <i>(Zip)</i></span></p>						
<p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><i>(Phone)</i> <span style="float:right;"><i>(Phone 2)</i></span></p>	<p><i>(Contact Name)</i> <span style="float:right;"><i>(Title)</i></span></p>						
	<p><i>(Email Address)</i> <span style="float:right;"><i>(Web Address)</i></span></p>	<p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p>						
	<p><i>(Street Address)</i></p>							
	<p><i>(City)</i> <span style="float:right;"><i>(State)</i> <i>(Zip)</i></span></p>							
	<p><i>(Contact Name)</i> <span style="float:right;"><i>(Title)</i></span></p>							
<p><i>(Contact Phone)</i> <span style="float:right;"><i>(Contact Phone 2)</i></span></p>		<p><i>(Email Address – If different from above)</i></p>						
<p><b><u>TO BE COMPLETED BY LICENSEE</u></b></p> <p>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.</p>	<p><b><u>FOR ADMINISTRATIVE USE ONLY</u></b> <b><u>TO BE COMPLETED BY BMI</u></b> <b>Broadcast Music, LLC</b></p>							
<p>Signature</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%;"><b>RTL1_Chain</b></td> <td style="width:33%;"><b>LI-2025/FEB</b></td> </tr> <tr> <td colspan="3" style="text-align:center; height: 20px;"><b>Customer Number</b></td> </tr> </table>		<b>FOR BMI USE ONLY</b>	<b>RTL1_Chain</b>	<b>LI-2025/FEB</b>	<b>Customer Number</b>		
<b>FOR BMI USE ONLY</b>			<b>RTL1_Chain</b>	<b>LI-2025/FEB</b>				
<b>Customer Number</b>								
<p>Print Name <span style="float:right;">Title</span></p>								
<p>Signatory Email Address <i>(If different from above)</i></p>								
<p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>								

**BMI MUSIC LICENSE**  
**January 1 – December 31, 2025**  
**APPLICATION AND AUTHORIZATION**

The undersigned, a member in good standing of Roller Skating Association International, Inc. ("RSA"), ("Member") hereby applies to participate in the music license between Broadcast Music, LLC ("BMI") and RSA dated \_\_\_\_\_, between BMI and RSA (the "Agreement").

Member represents that it is a member in good standing of RSA and that it does not have any outstanding obligation to BMI. **Fees due for any location under an existing BMI Agreement must be paid in full to qualify for inclusion in the RSA Agreement.** The person signing this Application and Authorization shall be the contact person for Member with whom BMI and RSA may communicate as necessary regarding this Application and Authorization and the Agreement. Member agrees to notify BMI and RSA in writing of any change in the contact person, the telephone number or address. Member further agrees that this Application and Authorization shall become part of the Agreement.

Member agrees that BMI shall have the right to verify all data or information regarding any Licensed Premises as may be necessary in order for BMI to verify license fees due from Member in any manner necessary, including, but not limited to, the right to inspect the Licensed Premises and/or examine the books and records or other documents of Member which set forth the information needed to compute the license fee. Such information shall be made available to BMI by Member or RSA upon BMI's request.

Unless the fees due, as computed on the LICENSE FEE SCHEDULE on the reverse side of this Application and Authorization, accompany this Application and Authorization, there will be no license issued to the undersigned under the terms of the Agreement.

**RSA Member # \_\_\_\_\_**

**Address of Location(s) to be Licensed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(add additional sheets if necessary)

Circle the appropriate fee and enter on the line

below:

Fee Due: \$ \_\_\_\_\_

**Name of RSA Member:**

\_\_\_\_\_

(Please Print)

\_\_\_\_\_

(Contact Person)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone:(     ) \_\_\_\_\_

Currently licensed by BMI?   Y    \_\_\_    N    \_\_\_

BMI Account #'s \_\_\_\_\_

\_\_\_\_\_

**License Period: 1/1/25 – 12/31/25**

**IMPORTANT - MAKE YOUR CHECK PAYABLE TO "RSA"**

**Please return this form and your check (fees due) no later than January 30th to:**

**Roller Skating Association International**  
**6905 Corporate Drive**  
**Indianapolis, IN 46278**



## CIRCLE APPLICABLE FEE FOR YOUR CENTER

**Use the Highest Price currently charged by Licensed Member for a Regularly Scheduled Skating Session**

<b>2025 License Fee Schedule</b>						
<b>Highest Admission Charge</b>	<b>Under 10,000 Square Feet of Skating Rink</b>		<b>10,000 to 15,000 Square Feet of Skating Rink</b>		<b>Over 15,000 Square Feet of Skating Rink</b>	
	<b>Street Rate</b>	<b>RSA Rate</b>	<b>Street Rate</b>	<b>RSA Rate</b>	<b>Street Rate</b>	<b>RSA Rate</b>
0 - 1.50	\$307	\$268.13	\$463	\$404.38	\$580	\$506.57
1.51 – 2.00	\$406	\$354.60	\$609	\$531.90	\$761	\$664.66
2.01 – 2.50	\$511	\$446.31	\$761	\$664.66	\$951	\$830.60
2.51 – 3.00	\$609	\$531.90	\$915	\$799.16	\$1,136	\$992.18
3.01 – 3.50	\$711	\$620.99	\$1,070	\$934.54	\$1,323	\$1,155.51
3.51 – 4.00	\$816	\$712.69	\$1,224	\$1,066.42	\$1,511	\$1,319.71
4.01 – 4.50	\$915	\$799.16	\$1,378	\$1,203.55	\$1,698	\$1,483.03
4.51 – 5.00	\$1,017	\$888.25	\$1,527	\$1,333.68	\$1,884	\$1,642.87
5.01 – 5.50	\$1,122	\$979.95	\$1,678	\$1,465.57	\$2,072	\$1,809.68
5.51 – 6.00	\$1,224	\$1,066.42	\$1,832	\$1,600.07	\$2,257	\$1,971.26
6.01 – 6.50	\$1,323	\$1,155.51	\$1,985	\$1,733.70	\$2,445	\$2,135.46
6.51 – 7.00	\$1,427	\$1,246.34	\$2,139	\$1,868.20	\$2,628	\$2,295.30
7.01 – 7.50	\$1,527	\$1,333.68	\$2,289	\$1,999.21	\$2,819	\$2,462.11
7.51 – 8.00	\$1,627	\$1,421.02	\$2,445	\$2,135.46	\$3,003	\$2,622.82
8.01 – 9.00	\$1,734	\$1,514.48	\$2,596	\$2,267.35	\$3,191	\$2,787.02
9.01 – 10.00	\$1,832	\$1,600.07	\$2,746	\$2,398.36	\$3,375	\$2,947.73
10.01 – 11.00	\$1,935	\$1,690.03	\$2,898	\$2,531.11	\$3,565	\$3,113.67
11.01 – 12.00	\$2,036	\$1,778.24	\$3,054	\$2,667.36	\$3,749	\$3,274.38
12.01 – 13.00	\$2,139	\$1,868.20	\$3,205	\$2,799.25	\$3,936	\$3,437.70
13.01 – 14.00	\$2,239	\$1,955.54	\$3,361	\$2,935.50	\$4,125	\$3,602.78
14.01 – 15.00	\$2,343	\$2,046.38	\$3,515	\$3,070.00	\$4,312	\$3,766.10
Over 15.00	\$2,445	\$2,135.46	\$3,663	\$3,199.26	\$4,493	\$3,924.19

RSA fees assumes 15% discount and administrative fees

In the event that the Licensed Member operates the Licensed Premises for a portion of a calendar year (e.g. less than 12 months) due to seasonal operation of the Licensed Premises, the mid-year purchase or sale of the Licensed Premises, cessation of operation of Licensed Premises, or otherwise, and Licensed Member notifies BMI and provides documentation of such to BMI, annual license fees shall be prorated. In no event shall license fees be prorated to an amount less than one-half of Licensed Member’s annual license fee as calculated above.

**SEASONAL CALCULATION**

$$\$ \frac{\text{Annual Fee}}{\text{Divided by 12}} = \$ \frac{\text{Annual Fee}}{12} \times \frac{\text{Months Open}}{\text{Months Open}} = \$ \text{Prorated Fee}$$



# Music License for RV Parks and Campgrounds

## 1. DEFINITIONS

(a) **Licensed Premises** shall mean each RV Park or Campground owned or operated by LICENSEE, limited to outdoor property divided into individual sites used for Camping and/or RVing and including any recreational and administrative structures located at such facilities. This Agreement specifically excludes properties which have more than fifty percent (50%) Fixed Structures, as defined below, including hotels/motels, mixed-use communities (i.e.; active life style or resort communities consisting primarily of manufactured homes and/or other types of permanent or semi-permanent structures), even if these properties also offer limited RV accommodations on the premises. Such facilities will be licensed pursuant to other BMI Music Licenses.

(b) **Camping and/or RVing** shall mean temporary living in the outdoors with the aid of shelter consisting of a tent, pop-up trailer, travel trailer, truck camper, motor home, van, recreational trailer, recreational vehicle, teepee, yurt, camping cabin, or similar temporary shelter.

(c) **Fixed Structures** shall mean units owned or managed by LICENSEE and available for rent to the public on a temporary basis, consisting of cabins, manufactured homes, recreational trailers (commonly known in the industry as park models), teepees, yurts, or other similar type units that are not readily transportable without the aid of a commercial-type hauler. The Fixed Structures threshold outlined in Paragraph 1(a) above shall apply to individually owned units occupying leased or rented spaces on a monthly or greater basis.

(d) **Campsites** shall mean the maximum number of tents, recreational vehicles or similar transportable lodging places available at Licensed Premises.

(e) **Live Music and Entertainment Costs** (herein sometimes referred to as "Costs") shall mean all expenditures of every kind and nature (whether in money or any other form of consideration) made by LICENSEE or on LICENSEE's behalf, for all live music and entertainment in connection with LICENSEE's activities on the Licensed Premises. In the event any services are performed by LICENSEE's staff, Costs shall include a percentage of the staff person's consideration for his or her services as relates to time given to entertainment services in proportion to other services. Costs shall include the agreed value of room and board and any other accommodations or services which are made available to any person or entity as part of the consideration for their rendering or presenting entertainment services in connection with LICENSEE's activities. In the event that the value of such accommodations are not customary, the agreed value of accommodations or services shall be deemed to be one-half of the prevailing rate charged to LICENSEE's guests for similar accommodations or services.

## 2. BMI GRANT

BMI hereby grants to LICENSEE a non-exclusive license to publicly perform, present or cause the public performance of all musical works both live and recorded of which BMI shall have the right to grant public performance licenses during the term hereof at the Licensed Premises. This license does not authorize or 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 the performances licensed hereunder to persons outside of the Licensed Premises;

(c) performances of music by means of a coin-operated phonorecord player (jukebox);

(d) the performance of BMI affiliated music at any hotel or motel situated on the Licensed Premises, whether or not such facility is owned or operated by LICENSEE; or

(e) any performances of music at concerts or other musical attractions where a separate admission charge is made or where the general public may be admitted.

BMI may withdraw from the license LICENSEE's 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, LICENSEE's officers and employees, from and against any and all claims, demands or suits that may be made or brought against them with respect to the performance of any musical works licensed under this Agreement at the time of LICENSEE's performances. LICENSEE agrees to give BMI immediate notice of any claim, demand, or suit, to deliver to BMI any related papers and to cooperate with BMI in the matter, of which BMI will be in full charge. BMI will, upon reasonable written request, advise LICENSEE whether specific musical works are available for performance, if LICENSEE provides the title and the writer/composer of each musical work.

### **4. 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 thirty (30) days after LICENSEE's receipt of written notice 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 the right to cancel this Agreement in accordance with the terms of this Paragraph.

### **5. 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 arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

### **6. NOTICES**

Any notices to be given are to be in writing and will be deemed given on the day they are sent by ordinary first-class U.S. mail to the party intended, at its above mailing address stated, or any different address which either party may designate in writing. Any notices sent to BMI shall be addressed to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee 37203. Any notices sent to LICENSEE shall be to the attention of the person signing this Agreement for LICENSEE unless LICENSEE advises BMI to address notices to someone else.

### **7. REVIEW OF STATEMENTS/ACCOUNTINGS**

BMI will have the right, by its authorized representatives, at any time during customary business hours, and upon (30) days advance written notice, to examine those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as confidential.

### **8. TAXES**

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 LICENSEE's fee payment(s) provided, however, that (a) BMI shall make reasonable efforts to be exempted or excused from paying such tax, and (b) BMI is permitted by law to pass through such tax to LICENSEE.

### **9. 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.

**10. 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 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.

**11. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and no waiver or change will be valid unless in writing and signed by both parties. This Agreement is signed by the authorized representatives of each of the parties. LICENSEE’s rights are not assignable. This Agreement, its validity, construction and effect, will be governed by the laws of the State of New York. The fact that any parts of the Agreement may be found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other parts. The headings are for convenience only and are not a part of the Agreement.

**12. FEES**

(a) LICENSEE agrees to pay to BMI license fees for each Campsite for each Contract Year as follows:

**2025 LICENSE FEE SCHEDULE**

<b>Schedule A – Recorded Music Fee</b>				
<b>Number of Campsites</b>	<b>Number of Campsites</b>		<b>Fee Per Premises</b>	<b>Fee Based on Number of Campsites</b>
_____	1	50	\$333.00	
	51	100	\$394.00	
	101	200	\$558.00	
	201	350	\$778.00	
	351	500	\$1,111.00	
	Over 500		\$1,445.00	
	<b>Total Schedule A Fee</b>			

<b>Schedule B – Live Music and Entertainment Fee</b>				
<b>Annual Entertainment Cost</b>	<b>Annual Entertainment Costs</b>		<b>Live Music and Entertainment Fee</b>	<b>Enter Fee Based on Annual Entertainment Cost Range</b>
\$ _____	\$0.00	\$5,000.00	\$339.00	
	\$5,001.00	\$7,999.00	\$436.00	
	\$8,000.00	\$9,999.00	\$513.00	
	\$10,000.00	\$14,999.00	\$662.00	
	\$15,000.00	\$24,999.00	\$889.00	
	\$25,000.00	\$34,999.00	\$1,060.00	
	\$35,000.00	\$49,000.00	\$1,215.00	
	\$50,000.00 or more*		\$1,368.00	
*Each dollar of expense over \$50,000 calculates using 8/10 of 1% (.008)				<b>Enter Calculated Overage Fee Here</b>
				\$
<b>Total Schedule B Fee</b>				\$
<b>Add Total of Schedule A &amp; B Fee</b>				\$

(i) For LICENSEE’s initial Contract Year, LICENSEE shall estimate the maximum number of Campsites and shall calculate the recorded music fee pursuant to the Recorded Music Fee Schedule above. In addition, for LICENSEE’s initial Contract Year, LICENSEE shall estimate its Annual Entertainment Costs and shall calculate the live music and entertainment fee pursuant to the Live Music and Entertainment Fee Schedule above. LICENSEE’s total estimated license fee for the initial Contract Year shall be the sum of LICENSEE’s estimated recorded music fee and LICENSEE’s estimated live music and entertainment fee. The annual license fee for the initial Contract Year shall be due upon LICENSEE signing this Agreement.

(ii) The estimated annual license fee for each subsequent Contract Year shall be the actual fee for the previous Contract Year. Such annual license fee shall be due and payable no later than 30 days after the beginning of each Contract Year.

(b) BMI shall discount the annual fee by 10% in any Contract Year if (1) LICENSEE pays the annual fee in full and in a timely manner for such Contract Year in accordance with Subparagraphs (i) and (ii) above; and (2) LICENSEE does not otherwise owe BMI any fees under this or any prior BMI agreement.

(c) All annual license fees shall be adjusted for calendar year 2025 of the Agreement, and for each subsequent calendar year, based on the percentage increase in the United States Consumer Price Index (Urban, All Items) between October and the October prior thereto, rounded to the nearest dollar. BMI will notify LICENSEE of the amount of each new fee.

(d) BMI may impose a late payment charge of one and one half percent (1½%) per month from the date payment was due on any payment that is received by BMI more than thirty (30) days after the due date.

### **13. REPORTING**

(a) Simultaneous with the payment of annual license fees, as required by Paragraph 12(a)(ii) above, LICENSEE agrees to furnish BMI (on forms available from BMI) with an annual report, certified either by an officer or by LICENSEE's auditor, setting forth any information which BMI may reasonably require which substantiates license fees paid for the previous year, including, without limitation:

(i) the highest number of Campsites for the year reported;

(ii) actual Live Music and Entertainment Costs.

If, after processing the annual report for the previous year, the actual fee, for that year, is greater than the license fee already paid by LICENSEE, LICENSEE agrees to pay BMI the difference, within thirty (30) days of LICENSEE's receipt of an adjusted statement from BMI.

(b) If, after processing the annual report, the actual fee is less than the license fee already paid by LICENSEE to BMI for the previous Contract Year, BMI agrees to credit to LICENSEE's account the difference between the license fee paid and the actual license fee. If such adjustment occurs in the last Contract Year of the Agreement, BMI shall refund said sum promptly.

**14. TERM OF AGREEMENT**

The Term of this Agreement begins on the first day of (month/year) \_\_\_\_\_ and ends on the last day of (month/year) \_\_\_\_\_ (a "Contract Year"). Thereafter, this Agreement will automatically renew for additional one (1) year periods, unless cancelled by either LICENSEE or BMI at the end of the Term or any additional one (1) year period on thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on (Date will be entered by BMI upon execution) \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small></p> <p><b><u>TRADE NAME</u></b></p> <p><small>(Doing business under the name of)</small></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <small>(If Partnership)</small></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <small>(City/State)</small></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Phone) (Phone 2)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address) (Web Address)</small></p> <p><b><u>MAILING ADDRESS</u></b> <small>(If different from Licensed Premises)</small></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Contact Phone) (Contact Phone 2)</small></p> <p><small>(Email Address – if different from above)</small></p>						
<p><b>TO BE COMPLETED BY LICENSEE</b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <small>(If different from above)</small></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b>FOR ADMINISTRATIVE USE ONLY</b> <b>TO BE COMPLETED BY BMI</b> <b>Broadcast Music, LLC</b></p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:33%; text-align:center;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%; text-align:center;"><b>36RVA</b></td> <td style="width:33%; text-align:center;"><b>LI-2025/FEB</b></td> </tr> <tr> <td colspan="3" style="text-align:center; padding-top: 10px;">Customer Number _____</td> </tr> </table>	<b>FOR BMI USE ONLY</b>	<b>36RVA</b>	<b>LI-2025/FEB</b>	Customer Number _____		
<b>FOR BMI USE ONLY</b>	<b>36RVA</b>	<b>LI-2025/FEB</b>					
Customer Number _____							



# Music License for RV Parks and Campgrounds

## 1. DEFINITIONS

(a) **Licensed Premises** shall mean each RV Park or Campground owned or operated by LICENSEE, limited to outdoor property divided into individual sites used for Camping and/or RVing and including any recreational and administrative structures located at such facilities. This Agreement specifically excludes properties which have more than fifty percent (50%) Fixed Structures, as defined below, including hotels/motels, mixed-use communities (i.e.; active life style or resort communities consisting primarily of manufactured homes and/or other types of permanent or semi-permanent structures), even if these properties also offer limited RV accommodations on the premises. Such facilities will be licensed pursuant to other BMI Music Licenses.

(b) **Camping and/or RVing** shall mean temporary living in the outdoors with the aid of shelter consisting of a tent, pop-up trailer, travel trailer, truck camper, motor home, van, recreational trailer, recreational vehicle, teepee, yurt, camping cabin, or similar temporary shelter.

(c) **Fixed Structures** shall mean units owned or managed by LICENSEE and available for rent to the public on a temporary basis, consisting of cabins, manufactured homes, recreational trailers (commonly known in the industry as park models), teepees, yurts, or other similar type units that are not readily transportable without the aid of a commercial-type hauler. The Fixed Structures threshold outlined in Paragraph 1(a) above shall apply to individually owned units occupying leased or rented spaces on a monthly or greater basis.

(d) **Campsites** shall mean the maximum number of tents, recreational vehicles or similar transportable lodging places available at Licensed Premises.

(e) **Live Music and Entertainment Costs** (herein sometimes referred to as "Costs") shall mean all expenditures of every kind and nature (whether in money or any other form of consideration) made by LICENSEE or on LICENSEE's behalf, for all live music and entertainment in connection with LICENSEE's activities on the Licensed Premises. In the event any services are performed by LICENSEE's staff, Costs shall include a percentage of the staff person's consideration for his or her services as relates to time given to entertainment services in proportion to other services. Costs shall include the agreed value of room and board and any other accommodations or services which are made available to any person or entity as part of the consideration for their rendering or presenting entertainment services in connection with LICENSEE's activities. In the event that the value of such accommodations are not customary, the agreed value of accommodations or services shall be deemed to be one-half of the prevailing rate charged to LICENSEE's guests for similar accommodations or services.

## 2. BMI GRANT

BMI hereby grants to LICENSEE a non-exclusive license to publicly perform, present or cause the public performance of all musical works both live and recorded of which BMI shall have the right to grant public performance licenses during the term hereof at the Licensed Premises. This license does not authorize or 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 the performances licensed hereunder to persons outside of the Licensed Premises;

(c) performances of music by means of a coin-operated phonorecord player (jukebox);

(d) the performance of BMI affiliated music at any hotel or motel situated on the Licensed Premises, whether or not such facility is owned or operated by LICENSEE; or

(e) any performances of music at concerts or other musical attractions where a separate admission charge is made or where the general public may be admitted.

BMI may withdraw from the license LICENSEE's 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, LICENSEE's officers and employees, from and against any and all claims, demands or suits that may be made or brought against them with respect to the performance of any musical works licensed under this Agreement at the time of LICENSEE's performances. LICENSEE agrees to give BMI immediate notice of any claim, demand, or suit, to deliver to BMI any related papers and to cooperate with BMI in the matter, of which BMI will be in full charge. BMI will, upon reasonable written request, advise LICENSEE whether specific musical works are available for performance, if LICENSEE provides the title and the writer/composer of each musical work.

### **4. 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 thirty (30) days after LICENSEE's receipt of written notice 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 the right to cancel this Agreement in accordance with the terms of this Paragraph.

### **5. 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 arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

### **6. NOTICES**

Any notices to be given are to be in writing and will be deemed given on the day they are sent by ordinary first-class U.S. mail to the party intended, at its above mailing address stated, or any different address which either party may designate in writing. Any notices sent to BMI shall be addressed to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee 37203. Any notices sent to LICENSEE shall be to the attention of the person signing this Agreement for LICENSEE unless LICENSEE advises BMI to address notices to someone else.

### **7. REVIEW OF STATEMENTS/ACCOUNTINGS**

BMI will have the right, by its authorized representatives, at any time during customary business hours, and upon (30) days advance written notice, to examine those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder or under any prior agreement with BMI. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as confidential.

### **8. TAXES**

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 LICENSEE's fee payment(s) provided, however, that (a) BMI shall make reasonable efforts to be exempted or excused from paying such tax, and (b) BMI is permitted by law to pass through such tax to LICENSEE.

### **9. 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.



**10. 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 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.

**11. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and no waiver or change will be valid unless in writing and signed by both parties. This Agreement is signed by the authorized representatives of each of the parties. LICENSEE’s rights are not assignable. This Agreement, its validity, construction and effect, will be governed by the laws of the State of New York. The fact that any parts of the Agreement may be found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other parts. The headings are for convenience only and are not a part of the Agreement.

**12. FEES**

(a) LICENSEE agrees to pay to BMI license fees for each Campsite for each Contract Year as follows:

**2025 LICENSE FEE SCHEDULE**

<b>Schedule A – Recorded Music Fee</b>				
<b>Number of Campsites</b>	<b>Number of Campsites</b>		<b>Fee Per Premises</b>	<b>Fee Based on Number of Campsites</b>
_____	1	50	\$333.00	
	51	100	\$394.00	
	101	200	\$558.00	
	201	350	\$778.00	
	351	500	\$1,111.00	
	Over 500		\$1,445.00	
			<b>Total Schedule A Fee</b>	\$

<b>Schedule B – Live Music and Entertainment Fee</b>				
<b>Annual Entertainment Cost</b>	<b>Annual Entertainment Costs</b>		<b>Live Music and Entertainment Fee</b>	<b>Enter Fee Based on Annual Entertainment Cost Range</b>
\$ _____	\$0.00	\$5,000.00	\$339.00	
	\$5,001.00	\$7,999.00	\$436.00	
	\$8,000.00	\$9,999.00	\$513.00	
	\$10,000.00	\$14,999.00	\$662.00	
	\$15,000.00	\$24,999.00	\$889.00	
	\$25,000.00	\$34,999.00	\$1,060.00	
	\$35,000.00	\$49,000.00	\$1,215.00	
	\$50,000.00 or more*		\$1,368.00	
*Each dollar of expense over \$50,000 calculates using 8/10 of 1% (.008)			<b>Enter Calculated Overage Fee Here</b>	
			\$	
			<b>Total Schedule B Fee</b>	\$
			<b>Add Total of Schedule A &amp; B Fee</b>	\$ See Attached Schedule A

(i) For LICENSEE’s initial Contract Year, LICENSEE shall estimate the maximum number of Campsites and shall calculate the recorded music fee pursuant to the Recorded Music Fee Schedule above. In addition, for LICENSEE’s initial Contract Year, LICENSEE shall estimate its Annual Entertainment Costs and shall calculate the live music and entertainment fee pursuant to the Live Music and Entertainment Fee Schedule above. LICENSEE’s total estimated license fee for the initial Contract Year shall be the sum of LICENSEE’s estimated recorded music fee and LICENSEE’s estimated live music and entertainment fee. The annual license fee for the initial Contract Year shall be due upon LICENSEE signing this Agreement.

(ii) The estimated annual license fee for each subsequent Contract Year shall be the actual fee for the previous Contract Year. Such annual license fee shall be due and payable no later than 30 days after the beginning of each Contract Year.

(b) BMI shall discount the annual fee by 10% in any Contract Year if (1) LICENSEE pays the annual fee in full and in a timely manner for such Contract Year in accordance with Subparagraphs (i) and (ii) above; and (2) LICENSEE does not otherwise owe BMI any fees under this or any prior BMI agreement.

(c) All annual license fees shall be adjusted for calendar year 2025 of the Agreement, and for each subsequent calendar year, based on the percentage increase in the United States Consumer Price Index (Urban, All Items) between October and the October prior thereto, rounded to the nearest dollar. BMI will notify LICENSEE of the amount of each new fee.

(d) BMI may impose a late payment charge of one and one half percent (1½%) per month from the date payment was due on any payment that is received by BMI more than thirty (30) days after the due date.

### **13. REPORTING**

(a) Simultaneous with the payment of annual license fees, as required by Paragraph 12(a)(ii) above, LICENSEE agrees to furnish BMI (on forms available from BMI) with an annual report, certified either by an officer or by LICENSEE's auditor, setting forth any information which BMI may reasonably require which substantiates license fees paid for the previous year, including, without limitation:

(i) the highest number of Campsites for the year reported;

(ii) actual Live Music and Entertainment Costs.

If, after processing the annual report for the previous year, the actual fee, for that year, is greater than the license fee already paid by LICENSEE, LICENSEE agrees to pay BMI the difference, within thirty (30) days of LICENSEE's receipt of an adjusted statement from BMI.

(b) If, after processing the annual report, the actual fee is less than the license fee already paid by LICENSEE to BMI for the previous Contract Year, BMI agrees to credit to LICENSEE's account the difference between the license fee paid and the actual license fee. If such adjustment occurs in the last Contract Year of the Agreement, BMI shall refund said sum promptly.

**14. TERM OF AGREEMENT**

The Term of this Agreement begins on the first day of (month/year) \_\_\_\_\_ and ends on the last day of (month/year) \_\_\_\_\_ (a "Contract Year"). Thereafter, this Agreement will automatically renew for additional one (1) year periods, unless cancelled by either LICENSEE or BMI at the end of the Term or any additional one (1) year period on thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p> <p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p>See Attached Schedule A</p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Phone) (Phone 2)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Email Address) (Web Address)</i></p> <p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Contact Phone) (Contact Phone 2)</i></p> <p><i>(Email Address – if different from above)</i></p>						
<p><b><u>TO BE COMPLETED BY LICENSEE</u></b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <i>(If different from above)</i></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b><u>FOR ADMINISTRATIVE USE ONLY</u></b> <b><u>TO BE COMPLETED BY BMI</u></b> <b>Broadcast Music, LLC</b></p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:33%; text-align:center;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%; text-align:center;">36RVA_Chain</td> <td style="width:33%; text-align:center;">LI-2025/FEB</td> </tr> <tr> <td colspan="3" style="text-align:center; padding-top: 10px;">Customer Number</td> </tr> </table>	<b>FOR BMI USE ONLY</b>	36RVA_Chain	LI-2025/FEB	Customer Number		
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Customer Number							



# Music License for Shopping Center

## GENERAL PROVISIONS

1. BMI hereby grants to LICENSEE a non-exclusive license to perform, present or cause on the licensed premises, or as otherwise set forth hereinafter, the performance 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 and is granted in consideration of the payment of the license fees as set forth herein and is 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; or
  - (b) the right to broadcast, telecast, cablecast or otherwise transmit the performances licensed hereunder to persons outside of the licensed premises.
  - (c) This license does not authorize performances of music by means of a coin-operated phonorecord player (jukebox).
2. 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's Clearance Department 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. If, during the term hereof, LICENSEE shall permanently cease to operate the premises, whether by reason of sale or lease thereof, or otherwise, this Agreement and LICENSEE's obligation to BMI shall thereupon terminate; provided, however, that 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 the new owner or operator of the premises, as the case may be, and that LICENSEE shall submit all reports and pay to BMI all fees due hereunder until said effective date.
  4. 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.
  5. (a) BMI shall have the right to require such data or information as may be necessary in order to ascertain the license fee hereunder.  
(b) BMI shall have the right by its authorized representatives, at any time during customary business hours and upon thirty (30) days advance written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements rendered and accountings made hereunder. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential. If any audit conducted reveals a deficiency of twenty-five percent (25%) or more between the amount of fees previously reported as being due by LICENSEE and the amount actually found to be due BMI for the audited period, LICENSEE shall pay, in addition to the sum additionally due, a surcharge of fifteen percent (15%) of the total amount remaining due BMI. If LICENSEE does not pay said surcharge and deficiency within thirty (30) days of written notice by BMI, an interest charge of one percent (1%) per month may be imposed by BMI on said surcharge and deficiency from the date of such written notification.

6. 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 thirty (30) days after LICENSEE's receipt of written notice 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 of the right to cancel this Agreement in accordance with the terms of this Paragraph.

7. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail to the party for whom it is intended, at its address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given upon the mailing thereof. Any such notice sent to BMI shall be to the attention of the Licensing Department. Any such 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.

8. All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to arbitration in the City, County and State of New York, for arbitration under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration.

9. BMI may impose a late payment charge of one percent (1%) per month from the date payment was due on any payment that is received by BMI more than thirty (30) days after the due date.

10. 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 tax (whether sales, use, gross receipts, business or otherwise) which is based upon the amount received by BMI from LICENSEE, then LICENSEE agrees to pay to BMI the full amount of such tax together with LICENSEE's fee payment(s) as billed by BMI.

11. In the event that BMI, at any time during the term hereof, 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.

12. This Agreement constitutes the entire understanding between the parties, shall 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 shall not be 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 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.

#### ***SPECIAL PROVISIONS - SHOPPING CENTER***

13. The license granted to LICENSEE pursuant to Paragraph 1 hereof shall be limited to performances of music during the term of this Agreement in the common areas of LICENSEE's shopping center or mall, as long as there is no direct or indirect admission charge to any portion of such common areas where musical performances occur. Such performances may be by: (a) recorded music, via the playing of records, pre-recorded tapes, or other mechanical devices, or the reception of broadcast audio transmissions on receiving apparatus and amplifications thereof through loudspeakers located in the common areas, including audio-visual use ("Background Use") or; (b) musicians, singers or other entertainers actually present and performing in the common areas using live or recorded music ("Entertainment Use"). In no event shall this license extend to performances of any music within any store or other leased area in LICENSEE's shopping center or mall, other than incidentally.

**14.** 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 cancelled 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" 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.

**15. (a)** LICENSEE agrees to pay BMI for each contract year during this Agreement an estimated fee as an advance on account of the actual fee. Such estimated fee shall then be subject to adjustment in accordance with Paragraph 16 hereof, and the resulting actual fee shall be determined in the following manner: (i) for Background Use, LICENSEE shall pay the applicable annual fee on Schedule A for the Gross Leasable Area (as that term is understood in the real estate industry) of LICENSEE's shopping center, and (ii) for Entertainment Use, LICENSEE shall pay the applicable Per Day Rate indicated on Schedule B for LICENSEE's Gross Leasable Area times the number of such events which occurred during said year. "Gross Leasable Area" as used in the Agreement shall also include, but not be limited to, all anchor stores, kiosks and free standing units whether or not owned by LICENSEE at the licensed premises. In no event, however, shall LICENSEE for Entertainment Use (Schedule "B") pay less than \$165 or more than \$3,000 for any contract year during the term of this Agreement.

(b) For the first contract year of this Agreement, LICENSEE's estimated fee shall be the sum of the applicable fee for Background Use in accordance with Schedule A and the applicable fee for Entertainment Use in accordance with Schedule B (which Entertainment Use Fee shall not be less than \$165 if any Entertainment Use occurs).

(c) The estimated fee for the second and subsequent contract years shall be the actual fee for the previous contract year and shall be due and payable in full no later than twenty (20) days following the start of each such contract year.

**16. (a)** At the same time that LICENSEE pays its estimated license fee hereunder for the second and subsequent contract years, LICENSEE shall submit a report, certified by an officer or by the auditor of LICENSEE, setting forth, for the previous contract year, the Gross Leasable Area of LICENSEE's shopping center and the number of days containing events which made Entertainment Use of Music and whether any Background Use of music utilized audio-visual performances.

(b) If the actual fee is greater than the license fee already paid by LICENSEE for the contract year, LICENSEE agrees to pay BMI the difference within thirty (30) days of the mailing by BMI to LICENSEE of the adjusted statement of license fees.

(c) If the actual fee is less than the license fee already paid by LICENSEE to BMI for the contract year, BMI agrees to credit the difference between the actual and estimated license fees to the account of LICENSEE, and if such adjustment occurs in the last contract year of this Agreement, BMI shall refund said sum promptly.

(d) In the event that LICENSEE fails to timely submit to BMI the report required by Paragraph 16 (a) for any contract year, LICENSEE hereby appoints, authorizes and directs BMI, at BMI's option, to assess a reasonable estimated license fee for such contract year. BMI shall give written notice to LICENSEE of the license fee so calculated by BMI. LICENSEE shall have thirty (30) days after the mailing of such written notice by BMI to submit the required report. If BMI does not receive from LICENSEE the required report after such notice period has expired, BMI and LICENSEE agree that BMI's estimated fee shall then be established as the actual fee for the year unreported by LICENSEE. BMI and LICENSEE further agree that such established actual fee shall also become the basis for the estimated fee for the following contract year. LICENSEE agrees to waive its right to file its report for any contract year in which BMI's estimated fee becomes the actual fee.

**17.** If Paragraph 3 of this Agreement shall become applicable, the Background Use Fee due BMI by LICENSEE through the effective date of termination shall be a proration of the fee for the contract year of termination, but in no event less than \$180. There shall be no proration of the Entertainment Use Fee.

**LICENSE FEE SCHEDULE**

**Gross Leasable Area**

- LICENSEE warrants and represents that the Gross Leasable Area is

1  Sq. Ft.

*(Gross Leasable Area of Shopping Center per Paragraph 15a)*

**Background Use** *(See Schedule A below)*

- LICENSEE's Background Use will include audio-visual (projection TV, televisions, monitors, video cassettes, etc.)
- Based on Box 1 and audio-visual use checked above, LICENSEE's Class from Schedule A is.....
- LICENSEE's Background Use Fee (from Schedule A) is.....

*(Enter Yes or No above)*

2

*(Class - Schedule A)*

3

*(Background Use Fee)*

**Entertainment Use** *(See Schedule B below)*

- Based on Box 1, LICENSEE's Class from Schedule B is.....
- The Per Day Rate for LICENSEE's Class from Schedule B is
- LICENSEE estimates that the number of days containing events using music for Entertainment Use during the first contract year is
- LICENSEE's Entertainment Use Fee (Box 5 multiplied by Box 6, but not less than 165 or more than \$3,000) is

4

*(Class - Schedule B)*

5

*(Per Day Rate)*

6

*(Number of Days of Entertainment Use)*

7

*(Per Day Rate Multiplied by No. of Days of Entertainment Use)*

**Total Fee**

- Accordingly, for the first contract year, LICENSEE's total estimated license fee, payable in full upon the signing of this Agreement is

(Add Box 3 and Box 7)

**TOTAL FEE**

**SCHEDULE A - BACKGROUND USE**

Gross Leasable Area (Square Feet)	Class	Annual Fee without Audio-Visual	Class	Annual Fee with Audio-Visual
Less than 100,000	1A	\$180	1B	\$243
100,000 to 299,999	2A	\$360	2B	\$486
300,000 to 749,999	3A	\$720	3B	\$972
750,000 and Over	4A	\$960	4B	\$1,296

**SCHEDULE B - ENTERTAINMENT USE**

Gross Leasable Area (Square Feet)	Class	Per Day Rate
Less than 100,000	1C	\$20
100,000 to 299,999	2C	\$25
300,000 to 749,999	3C	\$30
750,000 and Over	4C	\$35

**ANNUAL ENTERTAINMENT USE FEE:  
MINIMUM FEE \$165.00 – MAXIMUM \$3000.00**

## AGREEMENT

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC (“BMI”), a Delaware Limited Liability Company 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.**

<u>LEGAL NAME</u>	<u>LICENSED PREMISES</u>	
<i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i>	<i>(Street Address)</i>	
<b><u>TRADE NAME</u></b>	<i>(City)</i>	<i>(State) (Zip)</i>
<i>(Doing business under the name of)</i>	<i>(Phone)</i>	<i>(Phone 2)</i>
<b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b>	<i>(Contact Name)</i>	<i>(Title)</i>
Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i>	<i>(Email Address)</i>	<i>(Web Address)</i>
State of Incorporation _____ Federal Tax ID No. _____	<b><u>MAILING ADDRESS</u></b> <i>(If different from Licensed Premises)</i>	
Partners' Names <i>(If Partnership)</i>	<i>(Street Address)</i>	
1. _____	<i>(City)</i>	<i>(State) (Zip)</i>
2. _____	<i>(Contact Name) (Title)</i>	
3. _____	<i>(Contact Phone) (Contact Phone 2)</i>	
<b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b>	<i>(Email Address – if different from above)</i>	
Local, State, or Federal _____		
Municipality Name _____ <i>(City/State)</i>		
<b>TO BE COMPLETED BY LICENSEE</b>	<b>FOR ADMINISTRATIVE USE ONLY</b>	
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.	<b>TO BE COMPLETED BY BMI</b>	
Signature _____	<b>Broadcast Music, LLC</b>	
Print Name _____ Title _____	<b>FOR BMI USE ONLY</b>	<b>43</b>
Signatory Email Address _____ <i>(If different from above)</i>	<b>LI-2025/FEB</b>	
<b>Please Sign &amp; Return this Entire License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b>	<b>Customer Number</b>	





# Music License for Shopping Center

## GENERAL PROVISIONS

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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; or
  - (b) the right to broadcast, telecast, cablecast or otherwise transmit the performances licensed hereunder to persons outside of the licensed premises.
  - (c) This license does not authorize performances of music by means of a coin-operated phonorecord player (jukebox).
2. 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's Clearance Department 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. If, during the term hereof, LICENSEE shall permanently cease to operate the premises, whether by reason of sale or lease thereof, or otherwise, this Agreement and LICENSEE's obligation to BMI shall thereupon terminate; provided, however, that 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 the new owner or operator of the premises, as the case may be, and that LICENSEE shall submit all reports and pay to BMI all fees due hereunder until said effective date.
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  5. (a) BMI shall have the right to require such data or information as may be necessary in order to ascertain the license fee hereunder.  
(b) BMI shall have the right by its authorized representatives, at any time during customary business hours and upon thirty (30) days advance written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements rendered and accountings made hereunder. BMI shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential. If any audit conducted reveals a deficiency of twenty-five percent (25%) or more between the amount of fees previously reported as being due by LICENSEE and the amount actually found to be due BMI for the audited period, LICENSEE shall pay, in addition to the sum additionally due, a surcharge of fifteen percent (15%) of the total amount remaining due BMI. If LICENSEE does not pay said surcharge and deficiency within thirty (30) days of written notice by BMI, an interest charge of one percent (1%) per month may be imposed by BMI on said surcharge and deficiency from the date of such written notification.

6. 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 thirty (30) days after LICENSEE's receipt of written notice 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 of the right to cancel this Agreement in accordance with the terms of this Paragraph.

7. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail to the party for whom it is intended, at its address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given upon the mailing thereof. Any such notice sent to BMI shall be to the attention of the Licensing Department. Any such 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.

8. All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to arbitration in the City, County and State of New York, for arbitration under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators 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 in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration.

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12. This Agreement constitutes the entire understanding between the parties, shall 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 shall not be 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 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.

#### ***SPECIAL PROVISIONS - SHOPPING CENTER***

13. The license granted to LICENSEE pursuant to Paragraph 1 hereof shall be limited to performances of music during the term of this Agreement in the common areas of LICENSEE's shopping center or mall, as long as there is no direct or indirect admission charge to any portion of such common areas where musical performances occur. Such performances may be by: (a) recorded music, via the playing of records, pre-recorded tapes, or other mechanical devices, or the reception of broadcast audio transmissions on receiving apparatus and amplifications thereof through loudspeakers located in the common areas, including audio-visual use ("Background Use") or; (b) musicians, singers or other entertainers actually present and performing in the common areas using live or recorded music ("Entertainment Use"). In no event shall this license extend to performances of any music within any store or other leased area in LICENSEE's shopping center or mall, other than incidentally.

**14.** 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 cancelled 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" 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.

**15. (a)** LICENSEE agrees to pay BMI for each contract year during this Agreement an estimated fee as an advance on account of the actual fee. Such estimated fee shall then be subject to adjustment in accordance with Paragraph 16 hereof, and the resulting actual fee shall be determined in the following manner: (i) for Background Use, LICENSEE shall pay the applicable annual fee on Schedule A for the Gross Leasable Area (as that term is understood in the real estate industry) of LICENSEE's shopping center, and (ii) for Entertainment Use, LICENSEE shall pay the applicable Per Day Rate indicated on Schedule B for LICENSEE's Gross Leasable Area times the number of such events which occurred during said year. "Gross Leasable Area" as used in the Agreement shall also include, but not be limited to, all anchor stores, kiosks and free standing units whether or not owned by LICENSEE at the licensed premises. In no event, however, shall LICENSEE for Entertainment Use (Schedule "B") pay less than \$165 or more than \$3,000 for any contract year during the term of this Agreement.

(b) For the first contract year of this Agreement, LICENSEE's estimated fee shall be the sum of the applicable fee for Background Use in accordance with Schedule A and the applicable fee for Entertainment Use in accordance with Schedule B (which Entertainment Use Fee shall not be less than \$165 if any Entertainment Use occurs).

(c) The estimated fee for the second and subsequent contract years shall be the actual fee for the previous contract year and shall be due and payable in full no later than twenty (20) days following the start of each such contract year.

**16. (a)** At the same time that LICENSEE pays its estimated license fee hereunder for the second and subsequent contract years, LICENSEE shall submit a report, certified by an officer or by the auditor of LICENSEE, setting forth, for the previous contract year, the Gross Leasable Area of LICENSEE's shopping center and the number of days containing events which made Entertainment Use of Music and whether any Background Use of music utilized audio-visual performances.

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(c) If the actual fee is less than the license fee already paid by LICENSEE to BMI for the contract year, BMI agrees to credit the difference between the actual and estimated license fees to the account of LICENSEE, and if such adjustment occurs in the last contract year of this Agreement, BMI shall refund said sum promptly.

(d) In the event that LICENSEE fails to timely submit to BMI the report required by Paragraph 16 (a) for any contract year, LICENSEE hereby appoints, authorizes and directs BMI, at BMI's option, to assess a reasonable estimated license fee for such contract year. BMI shall give written notice to LICENSEE of the license fee so calculated by BMI. LICENSEE shall have thirty (30) days after the mailing of such written notice by BMI to submit the required report. If BMI does not receive from LICENSEE the required report after such notice period has expired, BMI and LICENSEE agree that BMI's estimated fee shall then be established as the actual fee for the year unreported by LICENSEE. BMI and LICENSEE further agree that such established actual fee shall also become the basis for the estimated fee for the following contract year. LICENSEE agrees to waive its right to file its report for any contract year in which BMI's estimated fee becomes the actual fee.

**17.** If Paragraph 3 of this Agreement shall become applicable, the Background Use Fee due BMI by LICENSEE through the effective date of termination shall be a proration of the fee for the contract year of termination, but in no event less than \$180. There shall be no proration of the Entertainment Use Fee.

**LICENSE FEE SCHEDULE**

**Gross Leasable Area**

- LICENSEE warrants and represents that the Gross Leasable Area is

1  Sq. Ft.

*(Gross Leasable Area of Shopping Center per Paragraph 15a)*

**Background Use** *(See Schedule A below)*

- LICENSEE's Background Use will include audio-visual (projection TV, televisions, monitors, video cassettes, etc.)
- Based on Box 1 and audio-visual use checked above, LICENSEE's Class from Schedule A is.....
- LICENSEE's Background Use Fee (from Schedule A) is.....

*(Enter Yes or No above)*

2

*(Class - Schedule A)*

3

*(Background Use Fee)*

**Entertainment Use** *(See Schedule B below)*

- Based on Box 1, LICENSEE's Class from Schedule B is.....
- The Per Day Rate for LICENSEE's Class from Schedule B is
- LICENSEE estimates that the number of days containing events using music for Entertainment Use during the first contract year is
- LICENSEE's Entertainment Use Fee (Box 5 multiplied by Box 6, but not less than 165 or more than \$3,000) is

4

*(Class - Schedule B)*

5

*(Per Day Rate)*

6

*(Number of Days of Entertainment Use)*

7

*(Per Day Rate Multiplied by No. of Days of Entertainment Use)*

**Total Fee**

- Accordingly, for the first contract year, LICENSEE's total estimated license fee, payable in full upon the signing of this Agreement is

(Add Box 3 and Box 7)

**See Attached Schedule A**

**TOTAL FEE**

**SCHEDULE A - BACKGROUND USE**

Gross Leasable Area (Square Feet)	Class	Annual Fee without Audio-Visual	Class	Annual Fee with Audio-Visual
Less than 100,000	1A	\$180	1B	\$243
100,000 to 299,999	2A	\$360	2B	\$486
300,000 to 749,999	3A	\$720	3B	\$972
750,000 and Over	4A	\$960	4B	\$1,296

**SCHEDULE B - ENTERTAINMENT USE**

Gross Leasable Area (Square Feet)	Class	Per Day Rate
Less than 100,000	1C	\$20
100,000 to 299,999	2C	\$25
300,000 to 749,999	3C	\$30
750,000 and Over	4C	\$35

**ANNUAL ENTERTAINMENT USE FEE:  
MINIMUM FEE \$165.00 – MAXIMUM \$3000.00**

## AGREEMENT

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC (“BMI”), a Delaware Limited Liability Company 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.**

<b><u>LEGAL NAME</u></b>	<b><u>LICENSED PREMISES</u></b>	
<small><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></small>	See Attached Schedule A	
<b><u>TRADE NAME</u></b>	<small><i>(Street Address)</i></small>	
<small><i>(Doing business under the name of)</i></small>	<small><i>(City)</i></small>	<small><i>(State) (Zip)</i></small>
<b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b>	<small><i>(Phone)</i></small>	<small><i>(Phone 2)</i></small>
Legal Structure _____ <small><i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></small>	<small><i>(Contact Name)</i></small>	<small><i>(Title)</i></small>
State of Incorporation _____ Federal Tax ID No. _____	<small><i>(Email Address)</i></small>	<small><i>(Web Address)</i></small>
Partners' Names <small><i>(If Partnership)</i></small>	<b><u>MAILING ADDRESS</u></b> <small><i>(If different from Licensed Premises)</i></small>	
1. _____	<small><i>(Street Address)</i></small>	
2. _____	<small><i>(City)</i></small>	<small><i>(State) (Zip)</i></small>
3. _____	<small><i>(Contact Name)</i></small>	<small><i>(Title)</i></small>
<b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b>	<small><i>(Contact Phone)</i></small>	<small><i>(Contact Phone 2)</i></small>
Local, State, or Federal _____	<small><i>(Email Address – if different from above)</i></small>	
Municipality Name _____ <small><i>(City/State)</i></small>		
<b>TO BE COMPLETED BY LICENSEE</b>	<b>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI Broadcast Music, LLC</b>	
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.		
Signature _____		
Print Name _____ Title _____		
Signatory Email Address _____ <small><i>(If different from above)</i></small>	<b>FOR BMI USE ONLY</b>	<b>43_Chain</b>
	<b>LI-2025/FEB</b>	
<b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b>	<b>Customer Number</b>	



# Music License for Skating Rinks

## 1. DEFINITIONS

- (a) "**LICENSEE**" shall mean the individual or entity described herein that owns and/or operates the "Licensed Premises".
- (b) "**Licensed Premises**" shall mean the location identified herein and/or each location identified in Schedule A attached hereto which is owned and operated by LICENSEE.
- (c) "**Highest Admission Price**" shall mean the highest stated ticket price for any Regularly Scheduled Skating Session.
- (d) "**Regularly Scheduled Skating Session**" shall mean a skating session held more than four times per year, whether as a special event or otherwise.
- (e) "**LICENSEE's Operating Policy**" shall mean the variables which determine the license fee applicable to the Licensed Premises under the LICENSE FEE SCHEDULE which is part of this Agreement.

## 2. BMI GRANT

BMI grants LICENSEE a non-exclusive license to publicly perform at the Licensed Premises all of the musical works of which BMI controls the rights to grant public performance licenses during the Term. This license covers LICENSEE's performance of content provided to LICENSEE by a programmed subscription music service provider at Licensed Premises as subscription music service providers are expressly prohibited from licensing on behalf of skating rink facilities. This license does not include dramatic rights, the right to perform dramatico-musical works in whole or in substantial part or the right to use the musical works in any context which constitutes the exercise of "grand rights." This license also does not convey the right to publicly perform BMI musical works (a) by broadcast, telecast, cablecast or other electronic transmission (including by satellite, the Internet or on-line service) of the performances to persons outside the Licensed Premises; (b) 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; (c) by means of any coin-operated phonorecord player as defined in the Copyright Act ("Jukebox") where a Jukebox License Office agreement has been obtained for such Jukebox; and (d) by any coin-operated digital music service that does not qualify as a Jukebox. BMI may withdraw from the musical works licensed hereunder any musical work as to which any legal action has been instituted or claim made that BMI does not have the right to license public performances of that musical 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 any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to the 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.

## 4. 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 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.

**5. LICENSE FEE**

(a) In consideration of the license granted herein, LICENSEE agrees to pay BMI an annual license fee calculated pursuant to the LICENSE FEE SCHEDULE below in accordance with the total square footage of the skating floor(s) of the Licensed Premises and the Highest Admission Price charged by LICENSEE for a Regularly Scheduled Skating Session.

<b>2025 LICENSE FEE SCHEDULE</b>			
	<b>Square Feet of Skating Floor(s)</b>		
<b>Highest Admission Price</b>	<b>Under 10,000 Square Feet of Skating Rink</b>	<b>10,000-15,000 Square Feet of Skating Rink</b>	<b>Over 15,000 Square Feet of Skating Rink</b>
0 – 1.50	\$307.00	\$463.00	\$580.00
1.51 - 2.00	\$406.00	\$609.00	\$761.00
2.01 - 2.50	\$511.00	\$761.00	\$951.00
2.51 - 3.00	\$609.00	\$915.00	\$1,136.00
3.01 - 3.50	\$711.00	\$1,070.00	\$1,323.00
3.51 - 4.00	\$816.00	\$1,221.00	\$1,511.00
4.01 - 4.50	\$915.00	\$1,378.00	\$1,698.00
4.51 - 5.00	\$1,017.00	\$1,527.00	\$1,881.00
5.01 - 5.50	\$1,122.00	\$1,678.00	\$2,072.00
5.51 - 6.00	\$1,221.00	\$1,832.00	\$2,257.00
6.01 - 6.50	\$1,323.00	\$1,985.00	\$2,445.00
6.51 - 7.00	\$1,427.00	\$2,139.00	\$2,628.00
7.01 - 7.50	\$1,527.00	\$2,289.00	\$2,819.00
7.51 - 8.00	\$1,627.00	\$2,445.00	\$3,003.00
8.01 - 9.00	\$1,734.00	\$2,596.00	\$3,191.00
9.01 - 10.00	\$1,832.00	\$2,746.00	\$3,375.00
10.01 - 11.00	\$1,935.00	\$2,898.00	\$3,565.00
11.01 - 12.00	\$2,036.00	\$3,054.00	\$3,749.00
12.01 - 13.00	\$2,139.00	\$3,205.00	\$3,936.00
13.01 - 14.00	\$2,239.00	\$3,361.00	\$4,125.00
14.01 - 15.00	\$2,343.00	\$3,515.00	\$4,312.00
over 15.00	\$2,445.00	\$3,663.00	\$4,493.00

- i. LICENSEE hereby warrants and represents that, as of the date of this Agreement:
  - 1) The total square footage of the skating floor(s) of the Licensed Premises is \_\_\_\_\_ square feet: and
  - 2) The Highest Admission Price currently charged by LICENSEE for a Regularly Schedule Skating Session is \_\_\_\_\_:
  - 3) The number of months in which the Licensed Premises operate during a calendar year is \_\_\_\_\_. The specific months of operation are \_\_\_\_\_
- ii. Pursuant the subparagraph 5(a)(i), the license fee for the initial Term of this Agreement is \_\_\_\_\_ and is due in full upon signing this Agreement.

(b) The annual license fee shall be adjusted for each subsequent calendar year after 2025 based on the percentage increase in the United States Consumer Price Index (Urban, All Items) between July and the July prior thereto, rounded to the nearest dollar.

(c) For each subsequent calendar year, BMI will provide LICENSEE with a License Fee Schedule which has been modified to reflect the CPI adjustment and LICENSEE shall pay license fees pursuant to its then current Highest Admission Price and Square Feet of skating floor(s). License fees for subsequent calendar years shall be due no later than January 30<sup>th</sup>.

(d) Upon request, BMI will allow LICENSEE to pay the annual license fee on a semi-annual or quarterly basis, provided that LICENSEE’s account is current. Semi-annual and quarterly payments are due no later than thirty (30) days following the commencement of each semi-annual or quarterly period.

(e) Notwithstanding, subparagraph 5(d), if any semi-annual or quarterly payment is not received by the 90<sup>th</sup> day after such payment is due, LICENSEE’s ability to make semi-annual or quarterly payments shall immediately terminate for the remainder of this Agreement. In addition, the unpaid portion of the annual fee will be immediately due and payable.

(f) In the event that the LICENSEE operates the Licensed Premises for a portion of a calendar year (e.g. less than 12 months) due to the seasonal operation of the Licensed Premises, the mid-year purchase or sale of the Licensed Premises, cessation of operation of Licensed Premises, or otherwise, and LICENSEE notifies BMI and provides documentation of such to BMI, annual license fees shall be

prorated. In no event shall license fees be prorated to an amount less than one-half of LICENSEE's annual license fee as calculated pursuant to the License Fee Schedule.

#### **6. CHANGES TO LICENSEE'S OPERATING POLICY**

LICENSEE's Operating Policy may be revised once each year by LICENSEE or by BMI. Such revision requires written notice to the other party. Changes in the annual license fee due to a revision in LICENSEE's Operating Policy shall become effective in the immediately following calendar year.

#### **7. LATE PAYMENT CHARGE**

BMI may impose a late payment charge of one and one-half percent (1.5%) 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.

#### **8. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, except for matters within 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) shall 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.

#### **9. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when sent by first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party hereto may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee, 37203. Any such 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.

#### **10. 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.

#### **11. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, shall not be binding until signed by both parties. Other than notice given pursuant to Paragraphs 5 and 6 herein, 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. The rights of LICENSEE shall not be 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 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 contained herein. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.



**12. TERM OF AGREEMENT**

The initial Term of this Agreement shall begin on the first day of (month/year) \_\_\_\_\_ and end on December 31, \_\_\_\_\_ and shall continue thereafter for additional terms of one (1) year unless cancelled by either party as of the end of the initial Term or any subsequent one (1) year Term (herein referred to as a "calendar year") upon thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p> <p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Phone) (Phone 2)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Email Address) (Web Address)</i></p> <p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Contact Phone) (Contact Phone 2)</i></p> <p><i>(Email Address – if different from above)</i></p>			
<p><b><u>TO BE COMPLETED BY LICENSEE</u></b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <i>(If different from above)</i></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b><u>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI Broadcast Music, LLC</u></b></p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:33%; text-align:center;">FOR BMI USE ONLY</td> <td style="width:33%; text-align:center;">SKT1</td> <td style="width:33%; text-align:center;">LI-2025/FEB</td> </tr> </table> <p style="text-align:center; margin-top: 10px;">Customer Number _____</p>	FOR BMI USE ONLY	SKT1	LI-2025/FEB
FOR BMI USE ONLY	SKT1	LI-2025/FEB		



# Music License for Skating Rinks

## 1. DEFINITIONS

- (a) "**LICENSEE**" shall mean the individual or entity described herein that owns and/or operates the "Licensed Premises".
- (b) "**Licensed Premises**" shall mean the location identified herein and/or each location identified in Schedule A attached hereto which is owned and operated by LICENSEE.
- (c) "**Highest Admission Price**" shall mean the highest stated ticket price for any Regularly Scheduled Skating Session.
- (d) "**Regularly Scheduled Skating Session**" shall mean a skating session held more than four times per year, whether as a special event or otherwise.
- (e) "**LICENSEE's Operating Policy**" shall mean the variables which determine the license fee applicable to the Licensed Premises under the LICENSE FEE SCHEDULE which is part of this Agreement.

## 2. BMI GRANT

BMI grants LICENSEE a non-exclusive license to publicly perform at the Licensed Premises all of the musical works of which BMI controls the rights to grant public performance licenses during the Term. This license covers LICENSEE's performance of content provided to LICENSEE by a programmed subscription music service provider at Licensed Premises as subscription music service providers are expressly prohibited from licensing on behalf of skating rink facilities. This license does not include dramatic rights, the right to perform dramatico-musical works in whole or in substantial part or the right to use the musical works in any context which constitutes the exercise of "grand rights." This license also does not convey the right to publicly perform BMI musical works (a) by broadcast, telecast, cablecast or other electronic transmission (including by satellite, the Internet or on-line service) of the performances to persons outside the Licensed Premises; (b) 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; (c) by means of any coin-operated phonorecord player as defined in the Copyright Act ("Jukebox") where a Jukebox License Office agreement has been obtained for such Jukebox; and (d) by any coin-operated digital music service that does not qualify as a Jukebox. BMI may withdraw from the musical works licensed hereunder any musical work as to which any legal action has been instituted or claim made that BMI does not have the right to license public performances of that musical 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 any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to the 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.

## 4. 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 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.

## 5. LICENSE FEE

(a) In consideration of the license granted herein, LICENSEE agrees to pay BMI an annual license fee calculated pursuant to the LICENSE FEE SCHEDULE below in accordance with the total square footage of the skating floor(s) of the Licensed Premises and the Highest Admission Price charged by LICENSEE for a Regularly Scheduled Skating Session.

2025 LICENSE FEE SCHEDULE			
Highest Admission Price	Square Feet of Skating Floor(s)		
	Under 10,000 Square Feet of Skating Rink	10,000-15,000 Square Feet of Skating Rink	Over 15,000 Square Feet of Skating Rink
0 – 1.50	\$307.00	\$463.00	\$580.00
1.51 - 2.00	\$406.00	\$609.00	\$761.00
2.01 - 2.50	\$511.00	\$761.00	\$951.00
2.51 - 3.00	\$609.00	\$915.00	\$1,136.00
3.01 - 3.50	\$711.00	\$1,070.00	\$1,323.00
3.51 - 4.00	\$816.00	\$1,221.00	\$1,511.00
4.01 - 4.50	\$915.00	\$1,378.00	\$1,698.00
4.51 - 5.00	\$1,017.00	\$1,527.00	\$1,881.00
5.01 - 5.50	\$1,122.00	\$1,678.00	\$2,072.00
5.51 - 6.00	\$1,221.00	\$1,832.00	\$2,257.00
6.01 - 6.50	\$1,323.00	\$1,985.00	\$2,445.00
6.51 - 7.00	\$1,427.00	\$2,139.00	\$2,628.00
7.01 - 7.50	\$1,527.00	\$2,289.00	\$2,819.00
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8.01 - 9.00	\$1,734.00	\$2,596.00	\$3,191.00
9.01 - 10.00	\$1,832.00	\$2,746.00	\$3,375.00
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11.01 - 12.00	\$2,036.00	\$3,054.00	\$3,749.00
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13.01 - 14.00	\$2,239.00	\$3,361.00	\$4,125.00
14.01 - 15.00	\$2,343.00	\$3,515.00	\$4,312.00
over 15.00	\$2,445.00	\$3,663.00	\$4,493.00

i. LICENSEE hereby warrants and represents that, as of the date of this Agreement:

- 1) The total square footage of the skating floor(s) of the Licensed Premises is **See Attached Schedule A** square feet: and
- 2) The Highest Admission Price currently charged by LICENSEE for a Regularly Schedule Skating Session is **See Attached Schedule A**:
- 3) The number of months in which the Licensed Premises operate during a calendar year is **See Attached Schedule A**. The specific months of operation are **See Attached Schedule A**.

ii. Pursuant the subparagraph 5(a)(i), the license fee for the initial Term of this Agreement is **See Attached Schedule A** and is due in full upon signing this Agreement.

(b) The annual license fee shall be adjusted for each subsequent calendar year after 2025 based on the percentage increase in the United States Consumer Price Index (Urban, All Items) between July and the July prior thereto, rounded to the nearest dollar.

(c) For each subsequent calendar year, BMI will provide LICENSEE with a License Fee Schedule which has been modified to reflect the CPI adjustment and LICENSEE shall pay license fees pursuant to its then current Highest Admission Price and Square Feet of skating floor(s). License fees for subsequent calendar years shall be due no later than January 30<sup>th</sup>.

(d) Upon request, BMI will allow LICENSEE to pay the annual license fee on a semi-annual or quarterly basis, provided that LICENSEE's account is current. Semi-annual and quarterly payments are due no later than thirty (30) days following the commencement of each semi-annual or quarterly period.

(e) Notwithstanding, subparagraph 5(d), if any semi-annual or quarterly payment is not received by the 90<sup>th</sup> day after such payment is due, LICENSEE's ability to make semi-annual or quarterly payments shall immediately terminate for the remainder of this Agreement. In addition, the unpaid portion of the annual fee will be immediately due and payable.

(f) In the event that the LICENSEE operates the Licensed Premises for a portion of a calendar year (e.g. less than 12 months) due to the seasonal operation of the Licensed Premises, the mid-year purchase or sale of the Licensed Premises, cessation of operation of Licensed Premises, or otherwise, and LICENSEE notifies BMI and provides documentation of such to BMI, annual license fees shall be

prorated. In no event shall license fees be prorated to an amount less than one-half of LICENSEE's annual license fee as calculated pursuant to the License Fee Schedule.

#### **6. CHANGES TO LICENSEE'S OPERATING POLICY**

LICENSEE's Operating Policy may be revised once each year by LICENSEE or by BMI. Such revision requires written notice to the other party. Changes in the annual license fee due to a revision in LICENSEE's Operating Policy shall become effective in the immediately following calendar year.

#### **7. LATE PAYMENT CHARGE**

BMI may impose a late payment charge of one and one-half percent (1.5%) 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.

#### **8. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, except for matters within 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) shall 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.

#### **9. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when sent by first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party hereto may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing, BMI, 10 Music Square East, Nashville, Tennessee, 37203. Any such 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.

#### **10. 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.

#### **11. MISCELLANEOUS**

This Agreement constitutes the entire understanding between the parties, shall not be binding until signed by both parties. Other than notice given pursuant to Paragraphs 5 and 6 herein, 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. The rights of LICENSEE shall not be 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 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 contained herein. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

**12. TERM OF AGREEMENT**

The initial Term of this Agreement shall begin on the first day of (month/year) \_\_\_\_\_ and end on December 31, \_\_\_\_\_ and shall continue thereafter for additional terms of one (1) year unless cancelled by either party as of the end of the initial Term or any subsequent one (1) year Term (herein referred to as a "calendar year") upon thirty (30) days advance written notice to the other party.

**AGREEMENT**

This Agreement made and entered into on *(Date will be entered by BMI upon execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p> <p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p>See Attached Schedule A</p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Phone) (Phone 2)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Email Address) (Web Address)</i></p> <p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Contact Phone) (Contact Phone 2)</i></p> <p><i>(Email Address – if different from above)</i></p>						
<p><b><u>TO BE COMPLETED BY LICENSEE</u></b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <i>(If different from above)</i></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b><u>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI Broadcast Music, LLC</u></b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align:center;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%; text-align:center;"><b>SKT1_Chain</b></td> <td style="width:33%; text-align:center;"><b>LI-2025/FEB</b></td> </tr> <tr> <td colspan="3" style="text-align:center; height: 20px;"><b>Customer Number</b></td> </tr> </table>	<b>FOR BMI USE ONLY</b>	<b>SKT1_Chain</b>	<b>LI-2025/FEB</b>	<b>Customer Number</b>		
<b>FOR BMI USE ONLY</b>	<b>SKT1_Chain</b>	<b>LI-2025/FEB</b>					
<b>Customer Number</b>							



# 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 (1) year Term of the Agreement a license fee based upon the following:

<b>Calendar Year</b>	<b>Per Attendee Rate</b>
<b>2025</b>	<b>\$.09</b>

(a) For each year after the year 2025, 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 2026 shall be an adjustment of the rate for the year 2025, based upon the percentage difference in the CPI between September 2024 and September 2025). BMI shall inform you of the adjusted rate by the end of each calendar year.

(b) The minimum annual fee billed and payable for 2025 shall be \$200.00 per year. The minimum annual fee for each year after 2025 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 (\$200.00) 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 the first day of January \_\_\_\_\_ and shall end on the last day of December \_\_\_\_\_ 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**

This Agreement, made at New York, N.Y. on *(Date Will Be Entered by BMI Upon Execution)* \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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."

<p><b><u>LEGAL NAME</u></b></p> <p><i>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</i></p> <p><b><u>TRADE NAME</u></b></p> <p><i>(Doing business under the name of)</i></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <i>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</i></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <i>(If Partnership)</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <i>(City/State)</i></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Phone) (Phone 2)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Email Address) (Web Address)</i></p> <p><b><u>MAILING ADDRESS</u></b> <b><i>(If different from Licensed Premises)</i></b></p> <p><i>(Street Address)</i></p> <p><i>(City) (State) (Zip)</i></p> <p><i>(Contact Name) (Title)</i></p> <p><i>(Contact Phone) (Contact Phone 2)</i></p> <p><i>(Email Address – if different from above)</i></p>
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<p><b>TO BE COMPLETED BY LICENSEE</b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <i>(If different from above)</i></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b>FOR ADMINISTRATIVE USE ONLY</b></p> <p><b>TO BE COMPLETED BY BMI</b></p> <p><b>Broadcast Music, LLC</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; text-align:center;">FOR BMI USE ONLY</td> <td style="width:33%; text-align:center;">45-97</td> <td style="width:33%; text-align:center;">LI-2025/FEB</td> </tr> </table> <p>Customer Number _____</p>	FOR BMI USE ONLY	45-97	LI-2025/FEB
FOR BMI USE ONLY	45-97	LI-2025/FEB		





## Addendum to the BMI Music License for Video Music Service

In connection with the BMI Music License for Video Music Service made between Broadcast Music, LLC (“BMI”), a Delaware Limited Liability Company and \_\_\_\_\_ (“LICENSEE”), dated \_\_\_\_\_, (the “Agreement”) notwithstanding anything to the contrary set forth in the Agreement, the parties agree to the following modifications:

1. Paragraph 1(d)(i) shall be deleted in its entirety; and
2. Paragraph 8(c)(ii) shall be deleted in its entirety.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties acknowledge their acceptance of, and agreement to, the foregoing by signing in the space provided below.

<u><b>LICENSEE</b></u>	<u><b>Broadcast Music, LLC</b></u>
Signature	Signature
Printed Name	Printed Name
Title	Title



# Music License for Video Music Service

## 1. DEFINITIONS

(a) **LICENSEE** is the entity identified on Page 4 which is engaged in the business of operating a subscription Video Music Service which it offers to subscribers pursuant to written agreements, and such subscribers operate individual places of entertainment, resort, residential common public areas, business, industry and/or others which are not under LICENSEE's direct or indirect ownership or control.

(b) **Video Music Service** shall mean and be limited to non-dramatic performances of recorded music as part of music videos provided by LICENSEE on video tape, DVD or like medium to premises either by terrestrial delivery of such video tapes or by closed circuit satellite transmission.

(c) **Music Video** shall mean a video tape, DVD or like medium produced by LICENSEE or according to LICENSEE's specifications and which may include advertising messages and information in addition to music ("advertisements").

(d) **Serviced Premises** shall mean a premise which subscribes to LICENSEE's Video Music Service, either directly or indirectly. Serviced Premises shall not under any circumstances include:

- (i) any premises where food and/or drink is provided, and which is not self-service or which serves alcoholic beverages (including wine or beer);
- (ii) any premises to which a direct or indirect admission fee is charged; or
- (iii) any premises where the Video Music Service is offered as an accompaniment to dancing, aerobics or other similar physical exercise or entertainment.

## 2. BMI GRANT

(a) BMI hereby grants to LICENSEE a non-exclusive license to perform publicly and to cause or permit to be performed publicly, by means of LICENSEE's Video Music Services at one or more Serviced Premises, all the separate musical compositions of which BMI shall, during the Term hereof, own or control the right to grant public performance licenses. LICENSEE's performances shall be audible only within the Serviced Premises supplied by LICENSEE. In no event shall this license extend to any other type of performances whatsoever or to any cable television system or cable radio system or to transmission by any radio or television station to a place other than on LICENSEE's Serviced Premises. Nothing contained herein shall be interpreted or construed as the consent of BMI to the performance of any musical composition except to LICENSEE's Serviced Premises. BMI shall not collect or demand separate license fees from LICENSEE's Serviced Premises for the providing by LICENSEE of Video Music Services which are licensed hereunder.

(b) BMI reserves the right 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. INDEMNITY BY BMI

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, and the proprietors of the Serviced Premises supplied by LICENSEE, 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. Such indemnity shall not apply to performances at the Serviced Premises of LICENSEE after LICENSEE's receipt of written request by BMI (which request shall be made at the earliest practicable time) that the Serviced Premises refrain from such 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, either against it or against any Serviced Premises supplied by it, to deliver to BMI any papers pertaining thereto, and to cooperate and to make a good-faith effort to cause the Serviced Premises to cooperate with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit. LICENSEE, however, shall have the right to engage counsel, at its own expense, who may participate in the defense of any such action or proceeding and with whom counsel for BMI shall cooperate.

#### **4. 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.

#### **5. 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.

#### **6. DISCONTINUANCE**

In the event that LICENSEE ceases to provide its Video Music Service to a Serviced Premises for which it had been paying BMI a license fee hereunder, LICENSEE shall use its best efforts to promptly remove any of LICENSEE's program content materials to prevent unauthorized public performances of BMI-licensed music through use of LICENSEE's Video Music Service by said premises thereafter.

#### **7. 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 (1) month after the due date.

#### **8. FEES**

(a) Subject to subparagraphs (b) and (c) below, LICENSEE agrees to pay BMI an annual license fee for each Serviced Premise(s) which receives Music Videos (with or without advertising) as follows: (i) for calendar year 2025, an annual license fee of \$120.19 per Serviced Premises; (ii) for each calendar year commencing 2026, the annual license fee per Serviced Premise(s) shall be the prior year's per Serviced Premise(s) fee adjusted for the percentage increase in the United States Consumer Price Index (Urban, All Items) between the preceding July and the July prior thereto.

(b) Notwithstanding anything to the contrary in subparagraph (a) above, LICENSEE's annual license fee for 2025 shall not be less than the sum of \$5,408.55. For each subsequent calendar year commencing 2026, the annual minimum license fee shall be adjusted by the CPI, as described in subparagraph (a)(ii) above.

(c) LICENSEE shall attach to this Agreement a list of locations identifying the legal name, trade name and address of each premises using the Video Music Service, whether or not the premises is a Serviced Premises. LICENSEE shall specify for each such premises the following:

- (i) the Video Music Service is with or without advertisements;
- (ii) food and/or drink is provided and, if so, which are not self-service or which serve alcoholic beverages (including wine or beer);
- (iii) a direct or indirect admission fee is charged; or
- (iv) the Video Music Service is offered as an accompaniment to dancing, aerobics or other similar physical exercise or entertainment.

#### **9. REPORTING**

(a) LICENSEE shall submit to BMI a monthly report (on a form to be supplied by BMI) containing a list of all additions or deletions to its initial list in the same form and containing the same information as set forth in Paragraph 8(c) above. In addition, such monthly reports shall contain the dates on which the additions or deletions took place, the total number of Serviced Premises licensed during such month and the total fees due for such month.

(b) Serviced Premises shall be added to the monthly reports if such premises become serviced by LICENSEE on or after the first day of such month but before the sixteenth day of the month, and shall be deleted if LICENSEE ceases servicing the premises between the sixteenth day of the month and the last day of the month. The full fee shall be paid for those premises added to the report on or before the fifteenth day or cancelled before the sixteenth day.

(c) The monthly reports shall be submitted by the twentieth (20th) day of the month following the month for which the report is due, and LICENSEE shall pay, with each such monthly report, the license fee due for the month of the report.

(d) LICENSEE agrees to provide BMI, at the same time that it pays license fees pursuant to Paragraph 8 hereof, with reports of musical compositions as follows:

(i) At such time as LICENSEE makes its first payment pursuant to this Agreement, LICENSEE shall provide BMI with an initial list of all records and tapes which were available to its Serviced Premises during the previous month, indicating such recordings/tapes by name and/or number, whichever methods are used by LICENSEE to identify such recordings. With respect to each such record and tape, LICENSEE shall list each musical composition contained thereon, giving the title of the composition and the writer and publisher to the extent indicated on the source material (record, tape, sheet music, etc.) of such work. Further monthly reports required hereunder shall be in the form of updates to said initial list by listing any record or tape added since the last list supplied to BMI, with title, writer and publisher information, as well as an indication of any recordings on a previous list which have been modified (such as compositions added or deleted) or discontinued. In the event that BMI makes a written request therefore, LICENSEE agrees to provide BMI with a copy of one of the recordings/tapes which LICENSEE then supplies as part of its Video Music Service, but LICENSEE need not provide a recording/tape to BMI more than once per month. However, if at any time during the Term, LICENSEE offers to its Serviced Premises a recording/tape which contains a new format in the way music is used on the recording/tape or in the way the recording/tape is produced, then LICENSEE shall provide a copy such newly formatted recording/tape to BMI within thirty (30) days of the date it is first offered to a Serviced Premises. Also, LICENSEE shall provide BMI with the average number of Serviced Premises which were supplied with each record or tape during the previous quarter.

#### **10. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS**

(a) BMI shall have the right by its authorized representatives, at any time during customary business hours and upon no less than thirty (30) days' advance written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements rendered and accountings made hereunder. LICENSEE shall give BMI's auditor full access to all relevant records of LICENSEE, including names and addresses of, and any other pertinent information concerning, the subscribers of LICENSEE. BMI shall consider all data and information coming to its attention as the result of any such examination as confidential.

(b) BMI shall not audit more than once in any twelve (12) month period unless an audit reveals a deficiency of more than ten percent (10%) between the amount paid by LICENSEE and the amount actually found to be due BMI for the audited period, in which case BMI may conduct an additional audit during the said twelve-month period.

(c) If any audit conducted by BMI reveals a deficiency of more than ten percent (10%) between the amount paid by LICENSEE and the amount actually found to be due BMI for the audited period, LICENSEE shall pay, in addition to the sum additionally due, interest at the rate of one and one-half percent (1 1/2%) per month from the date the payment was due. If any such deficiency is more than twenty-five percent (25%), LICENSEE shall additionally pay a surcharge of fifteen percent (15%) of that total amount remaining due to BMI.

(d) All information provided to BMI by LICENSEE pursuant to Paragraphs 4 and 5 shall be deemed confidential and BMI shall not disclose such information to any third party. LICENSEE shall mark all such submissions "CONFIDENTIAL."

#### **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. ARBITRATION**

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement 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) 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 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.

## **13. 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.

## **14. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when sent by ordinary first-class U.S. mail to the party for whom it is intended, at its address hereinabove stated, or any other address which either party hereto may from time to time designate for such purpose, and when such notice is so mailed, it shall be deemed given upon the mailing thereof. Any such notice sent to BMI shall be to the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

## **15. 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.

## **16. OKLAHOMA RATE CHANGE NOTICE**

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

## **17. 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.

**18. TERM OF AGREEMENT**

The initial 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 for additional Terms of one (1) year each unless cancelled 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") upon thirty (30) days advance notice to the other party.

**AGREEMENT**

This Agreement made and entered into on (Date will be entered by BMI upon execution) \_\_\_\_\_ between Broadcast Music, LLC ("BMI"), a Delaware Limited Liability Company 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.**

<p><b><u>LEGAL NAME</u></b></p> <p><small>(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)</small></p> <p><b><u>TRADE NAME</u></b></p> <p><small>(Doing business under the name of)</small></p> <p><b><u>PLEASE COMPLETE LEGAL INFORMATION BELOW</u></b></p> <p>Legal Structure _____ <small>(Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)</small></p> <p>State of Incorporation _____ Federal Tax ID No. _____</p> <p>Partners' Names <small>(If Partnership)</small></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p><b><u>IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW</u></b></p> <p>Local, State, or Federal _____</p> <p>Municipality Name _____ <small>(City/State)</small></p>	<p><b><u>LICENSED PREMISES</u></b></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Phone) (Phone 2)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address) (Web Address)</small></p> <p><b><u>MAILING ADDRESS</u></b> <small>(If different from Licensed Premises)</small></p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Contact Phone) (Contact Phone 2)</small></p> <p><small>(Email Address – if different from above)</small></p>			
<p><b><u>TO BE COMPLETED BY LICENSEE</u></b></p> <p>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.</p> <p>Signature _____</p> <p>Print Name _____ Title _____</p> <p>Signatory Email Address _____ <small>(If different from above)</small></p> <p><b>Please Sign &amp; Return this <u>Entire</u> License Agreement &amp; Payment to:</b> <b>BMI, Licensing Dept</b> <b>10 Music Square E., Nashville, TN 37203</b> <b>Or online at <a href="http://www.bmi.com/licensing">www.bmi.com/licensing</a></b></p>	<p><b><u>FOR ADMINISTRATIVE USE ONLY</u></b> <b><u>TO BE COMPLETED BY BMI</u></b> <b>Broadcast Music, LLC</b></p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width:33%; text-align:center;"><b>FOR BMI USE ONLY</b></td> <td style="width:33%; text-align:center;"><b>VMS1</b></td> <td style="width:33%; text-align:center;"><b>LI-2025/FEB</b></td> </tr> </table> <p>Customer Number _____</p>	<b>FOR BMI USE ONLY</b>	<b>VMS1</b>	<b>LI-2025/FEB</b>
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