

## SESAC MUSIC PERFORMANCE LICENSE FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
("LICENSEE")			
<i>(Legal Entity Name)</i>			
Business Entity(select one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Licensed Location Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Establishment Name)</i>			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
<i>(Universal Resource Locator ("URL"))</i>			
Billing Information			
<input type="checkbox"/> Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

The non-profit museum, planetarium, zoo or similar facility for which the above supplied information applies is referred to herein as the "Premises."

### 1. GRANT OF RIGHTS

Effective as of \_\_\_\_\_ **1, 20**\_\_\_\_\_ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely on the Premises.

## 2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude areas used as retail facilities, restaurants, bars and similar locations.
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- G. The rights granted pursuant to Paragraph 1 exclude the right to publicly perform the Compositions during political campaign events and/or events organized by political organizations.

## 3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.
- E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

#### **4. BREACH AND CURE; LATE PAYMENT CHARGE**

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

#### **5. RIGHT OF VERIFICATION**

A. LICENSEE agrees to maintain all necessary information in its books and records to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement. SESAC shall have the right, on at least ten (10) days prior written notice, to examine LICENSEE's books and records during customary business hours to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records, including electronic records in industry standard format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE for at least three (3) years following any termination of this Agreement.

B. In the event an examination reveals that LICENSEE has underpaid any License Fee due SESAC, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the reasonable costs and expenses of the examination, including travel expenses.

C. SESAC's rights and LICENSEE's obligations arising from this Paragraph 5 shall survive any termination of this Agreement. SESAC agrees that any non-public information discovered by SESAC as part of any examination instituted under this Paragraph 5 shall be treated as confidential and shall not be disclosed to any third party (other than SESAC's attorneys, accountants and other professional advisors) without LICENSEE's prior written consent, except as may be required by law. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

#### **6. TERM OF LICENSE**

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

**7. MISCELLANEOUS**

A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

\_\_\_\_\_  
(please insert today's date)

**LICENSEE**

**SESAC**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Schedule "A" to SESAC MUSIC PERFORMANCE LICENSE FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS**

### **1. FEE SCHEDULE/LICENSE FEE CALCULATION.**

The License Fee for each License Fee Period shall be the greater of: (i) the then-current minimum license fee and (ii) the product of the total number of attendees reported in the most recently submitted License Fee Report (as defined below) multiplied by the per attendee fee set forth on the then-current Fee Schedule.

2024 Fee Schedule:  
\$0.00664 per attendee  
minimum license fee \$263.00

### **2. LICENSE FEE PAYMENT.**

A. Upon the execution of this Agreement, LICENSEE shall pay to SESAC a License Fee for the initial License Fee Period which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

### **3. REPORTING.**

A. Upon the execution of this Agreement, and on or before each October 1 during the Term thereafter, LICENSEE shall provide SESAC with a completed license fee report (each, a "License Fee Report") in the form set forth on Schedule "B," which is attached hereto and incorporated herein, setting forth the total number of attendees of the Premises during the applicable Reporting Period (as defined below); provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same number of attendees as the most recently submitted License Fee Report.

B. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to reporting@sesac.com, or by regular mail addressed to:

SESAC  
35 Music Square East  
Nashville, TN 37203

**4. CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate

### **5. DEFINITIONS.**

"Reporting Period" means the twelve (12) calendar month period commencing thirteen (13) calendar months prior to the date that the applicable License Fee Report is due; provided, however, in the event that the Premises has not been open for business during the entirety of such period, LICENSEE's good faith estimation of annual attendance shall be used.

**SCHEDULE "B" to SESAC MUSIC PERFORMANCE LICENSE  
FOR MUSEUMS, PLANETARIUMS, ZOOS and AQUARIUMS  
License Fee Report Form**

<b>Reporting Period</b>	<b>Number of Attendees</b>

## GENERAL DISCLOSURE STATEMENT

This is notice that, in compliance with state music licensing statutes, SESAC LLC (“SESAC”) is required to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay license fees to SESAC.

- (1) The performing rights license agreement you have been offered by SESAC contains a schedule of the rates and terms of license fees under the contract, and upon your request amounts and terms of any discounts offered to proprietors of comparable businesses in your area. Be advised that the rates and terms of SESAC’s performance rights license are contained within the body of the license and the fee schedule attached thereto and made a part thereof.
- (2) SESAC has a toll-free telephone number 800-826-9996, from which you may obtain answers to inquiries concerning SESAC’s repertory.
- (3) You may obtain, upon written request, and at your sole expense, the most current available list of SESAC affiliated writers and publishers and/or those copyrighted musical works in SESAC’s repertory.
  - a. SESAC’s repertory and list of affiliates may also be accessed and/or downloaded free of charge at [www.sesac.com](http://www.sesac.com).
  - b. SESAC’s electronic address is [customerservice@sesac.com](mailto:customerservice@sesac.com). Any request for the most current list of SESAC’s repertory or affiliates should be addressed to SESAC LLC, 35 Music Square East, Nashville, TN 37203; Attention: Licensing Department. If you request a printed copy, you will be charged the actual cost of the copy which will be communicated to you in advance.
- (4) SESAC complies with all federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of license fees and the circumstances under which licenses for rights for public performances are offered to any proprietor.
- (5) This is notice that you are entitled to the information as provided herein, and that failure of SESAC to provide this information is unlawful and you may be entitled to bring an action against SESAC or assert a counterclaim in an action brought by SESAC.

## STATE SPECIFIC DISCLOSURES

- (1) **Alaska** (AS § 45.45.500): The most current list of SESAC’s affiliates and the works in SESAC’s repertory is additionally available through the Cabaret Hotel and Restaurant Retail Association.
- (2) **Arkansas** (Ark. Code § 4-76-103): See General Disclosure Statement.
- (3) **California** (CA Bus. & Prof. Code § 21750): See General Disclosure Statement.
- (4) **Colorado** (C.R.S. § 6-13-102 et seq):
  - a. SESAC shall publish and file with the secretary of state its form contracts and a schedule of fees it charges a proprietor to license music for public performance. A link to the schedule shall be filed with the secretary of state, who publishes the link.
  - b. Upon request from the secretary of state, SESAC shall provide information concerning a proprietor's rights and duties for public performances. The secretary of state must post the information on the secretary's website.
  - c. SESAC shall publish a catalog of musical works the society licenses. A link to the catalog shall be filed with the secretary of state, who publishes the link.
  - d. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC’s performance rights contract.
- (5) **Florida** (FL Stat. § 501.93):
  - a. A copy of each form of contract or agreement offered by SESAC to a proprietor in this state shall be made available upon request of any proprietor.
  - b. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC’s performance rights contract.
- (6) **Idaho** (ID Code § 48-1303): See General Disclosure Statement.
- (7) **Illinois** (815 ILCS 637/10): See General Disclosure Statement.
- (8) **Indiana** (IC 32-37-3): See General Disclosure Statement.
- (9) **Iowa** (IA Code § 549.3): See General Disclosure Statement.

- (10) **Kansas** (KS Stat. § 57-222): See General Disclosure Statement.
- (11) **Maryland** (MD Comm. L. Code § 11-1402): See General Disclosure Statement.
- (12) **Michigan** (MI Comp. L. § 445.2104):
- a. Upon request, a schedule of the rates and terms of license fees under contracts offered to proprietors of comparable businesses in Michigan within the past 12 months can be made available.
  - b. There are exemptions that may exclude you from liability under the copyright laws. The United States Copyright Act is set forth at 17 U.S.C. §§ 101 et. seq. Exemptions under that Act are set forth at 17 U.S.C. §§105 - 110. Please contact your attorney for advice as to the applicability of any exemptions to your premises.
- (13) **Minnesota** (MN Stat. § 325E.51): See General Disclosure Statement.
- (14) **Missouri** (MO Rev. Stat. § 436.155): SESAC shall file a printed listing of works licensed by SESAC with the attorney general, and provide or make available, upon request, a listing on suitable electronic media to bona fide trade associations representing groups of proprietors. A list shall be provided to the proprietor by electronic or other means, solely at the proprietor's expense.
- (15) **Nebraska** (NB Rev. Stat. § 59-1403.02(1)(b)): An electronic copy of each form of contract or agreement offered by SESAC to any proprietor in this state shall be made available upon request of any proprietor.
- (16) **New Jersey** (NJ Rev. Stat. § 56:3A-3):
- a. SESAC shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which SESAC collects license fees on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State.
  - b. Upon request, any person may view the list in electronic form through the Office of the Secretary of State.
- (17) **New York** (NY Arts & Cult. Aff. L. § 31.04): See General Disclosure Statement.
- (18) **North Dakota** (ND Cent. Code § 47-21.2-02): See General Disclosure Statement.
- (19) **Oklahoma** (15 OK Stat. § 15-790): SESAC shall give annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to a schedule or the rates and terms of license fees under the contract.
- (20) **Oregon** (OR Rev. Stat. § 647.700): See General Disclosure Statement.
- (21) **Texas** (TX OCC § 2102.0003): See General Disclosure Statement.
- (22) **Utah** (UT Code § 13-10a-4): See General Disclosure Statement.
- (23) **Virginia** (VA Code § 59.1-461): SESAC shall file with the State Corporation Commission a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (24) **Washington** (WA Rev. Code § 19.370.070): See General Disclosure Statement.
- (25) **West Virginia** (WV Code § 47-2A-3): SESAC shall, at least annually, provide notice of the license fee rate and the means of its computation to proprietor. The notice shall be satisfied if the copyright owner or SESAC publishes the required information in a Class II-0 legal advertisement in a qualified newspaper published in this state with a bona fide circulation of forty thousand or more, or if the copyright owner or SESAC files copies of its license agreements containing the information required under subsection (a) of this section with the secretary of state's office.
- (26) **Wisconsin** (WI Stat. § 100.206):
- a. Upon written request, and at your sole expense, SESAC shall make the most current list of affiliates and repertory filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection available.
  - b. SESAC shall file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC shall make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (27) **Wyoming** (WY Stat. § 40-13-302): See General Disclosure Statement.