



05/29/2019

Meredith McFarland
Town of Bristol
PO Box 249
Bristol, VT 05443

Re: Correction to BMI Music License Account # 60979791

Dear Meredith McFarland

Thank you for licensing your use of BMI music and for recognizing the importance of BMI's work in helping to promote the continued growth of American Music. Please note that information has been corrected on your enclosed license. To signify your acceptance of such correction(s) and your approval that the information BMI has on record is correct, please review all of the following information that we have for your account and sign this letter where indicated by the "X". Then kindly return this letter to BMI within 10 days in the enclosed envelope.

Legal Name: Town of Bristol VT

Premises Address: 1st South St
Bristol, VT 05443

Start/End Dates of Agreement: July, 2019 - June, 2020

Annual Fee: \$358.00

We have made a great effort to confirm this information, however, any concerns you may have regarding your updated information can easily be discussed with a BMI representative at (888) 492-6264. **Please note that if we do not hear back from you within thirty (30) days from the date of this letter, your approval of the correction(s) will be deemed granted, your signature will not be necessary to make the above-referenced changes to your music profile and/or license, and you acknowledge and agree that BMI may adjust your fee accordingly based on this updated profile. This adjustment to your fee may be reflected on your next invoice.**

Additionally, we have enclosed information about BMI along with a decal for you to display, letting your customers know that you support the writers of the music they enjoy. Thank you for playing BMI music!

Sincerely,

Michael Steinberg
Executive Vice President
Creative & Licensing

Enclosures: Executed Agreement BRE

P.S. Did you know that BMI customers can save up to 25% at FedEx?

X _____
Customer Signature Date



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including but not limited to community centers, parks, swimming pools, and skating rinks, owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than live performance, which are performed at the Premises, including but not limited to, (1) being played on live soundstage music players, but not including, (a) jukeboxes, (2) videotape, videodisc or DVD players, (3) music performed on a computer or tablet, (4) the recording and distribution, at the premises of radio or television transmissions which include live at the premises and which are not exempt under the Copyright Law, or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers, and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions not yet published during the Term of this Agreement and of which BMI has the right to license for public and private performances.
- (f) **Events and Functions** means any activity (including, but not limited to, any activity) presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (c) below, Events and Functions shall include but are not limited to, (a) public and private social, business, athletic events, dances and other social events, (b) trade, professional and craft fairs, and (c) events held under the auspices of, or sponsored or promoted by, LICENSEE at the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE to which the Ticket Revenue (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, to the extent of the use authorized in this performance on the Premises and at Events and Functions, all the BMI Repertoire for use, in private and public, at the separate musical composition and in the BMI Repertoire. The use of music licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music."
 - (b) This license does not authorize (1) the broadcasting, rebroadcasting, transmission or reception, by any wire or internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire, wherever located, at the Premises, or (2) the use of a music-on-hold telephone system operated by LICENSEE at the Premises, and (3) the use of any form of background music, such as Muzak or other services delivered to the Premises, at the Premises. Any Performance that is deemed to be LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire for use at any Event or Function at the Premises by means of teleconferencing, videoconferencing or similar technology.
 - (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatic-musical work" (as hereinafter defined) in its entirety, (2) performance of one or more musical compositions from a "dramatic-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken, (3) performance of one or more musical compositions as part of a study or libretto, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation, and (4) performance of a concert version of a "dramatic-musical work" (as hereinafter defined). The term "dramatic-musical work" as used in the Agreement shall include, but not be limited to, (a) musical comedies, (b) operas, (c) musicals, (d) ballets.
 - (d) This license does not authorize performances of (1) any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or at the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, (2) any activity presented entirely on LICENSEE's Premises and is not open to the general public, (3) by or at colleges and universities, (4) at any professional sports event or game played on the Premises, (5) at any permanently situated theme or amusement park owned or operated by LICENSEE, (6) by any individual or entity, (7) at any arena, and (8) by any means or device operated, or operated, (a) jukebox.
- ### 3. REVIEW OF STATEMENTS AND/OR ACCOUNTINGS
- (a) BMI shall have the right to secure such access, with reasonable notice, as may be required for BMI to (1) conduct an Annual Fee
 - (b) BMI shall have the right, by its authorized representatives, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
 - (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

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 payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER INDEMNITY

So long as LICENSEE is not in default or breach of the Agreement, BMI agrees to indemnify, save harmless and defend LICENSEE and its 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 which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit to deliver to BMI the papers containing therein, and to cooperate with BMI in respect thereto, and BMI shall have full charge, control, and authority over such claim, demand, or suit.

6. BREACH OR DEFAULT - WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to terminate this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI 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 deemed a waiver of the right to require full and complete performance of this Agreement thereafter. BMI's right to cancel this Agreement will be the terms of this Paragraph.

7. 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 in the same class and category as LICENSEE as of the end of any month during the Term upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license gives BMI and its authorized officers or agents no right to perform, promote, manage, market, any of the musical compositions licensed under this Agreement, and does not authorize any public performance of any of the Premises in any manner except as expressly herein provided.

9. 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 arbitration to be conducted 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 ap-

pointed, 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 not need 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.

10. NOTICES

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 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 Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the licensee, using the Agreement or LICENSEE's behalf or such contact as is listed on the license issued BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived, modified in or modified orally and no waiver, addition, and modification shall be valid unless in writing and signed by both parties.

12. FEES

a) In consideration of the license granted here in, LICENSEE agrees to pay BMI a license fee which includes the total of the Base License Fee, and any applicable (Special Events) License Fees, all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement:

i) Base License Fee means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.

ii) Special Events License Fees means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.

iii) LICENSEES who are legally organized as state, municipal, and/or county leagues or state associations or municipal and/or county attorneys shall be required to pay the full fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not count performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2019 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A

Check Population Range (%)	LICENSEE's Population	Base License Fee	Special Events Fee
0-10	0-10000	\$100	1%
11-20	10001-20000	\$200	1%
21-30	20001-30000	\$300	1%
31-40	30001-40000	\$400	1%
41-50	40001-50000	\$500	1%
51-60	50001-60000	\$600	1%
61-70	60001-70000	\$700	1%
71-80	70001-80000	\$800	1%
81-90	80001-90000	\$900	1%
91-100	90001-100000	\$1000	1%

SCHEDULE A FEE \$ 1000

**SCHEDULE B
Special Events Fee**

(to be reported 90 days after each event - see Par. 13(d))

The rate for Special Events shall be 1% of Gross Revenue.

- **Special Events:** Means theatrical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events or limited duration presented by other NBI Entities when the Gross Revenue of such Special Events exceeds \$25,000.
- **Gross Revenue:** Means all monies received by the NBI Entity in the year of such Special Event, or there after, in excess of the cost of such Special Event, including the cost of advertising, including advertising by LICENSEE for each Special Event.

SCHEDULE B FEE

NBI will provide a report form to report your clients

SCHEDULE C

State Municipal and/or County Leagues or State Associations of Attorneys

(to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)

The annual license fee for LICENSEES who are officers, board members, or members of leagues or state associations of municipal and/or county attorneys shall be \$368.00. No license fees shall apply to LICENSEES qualifying under this schedule.

SCHEDULE C FEE

\$

13. REPORTING

- Upon the execution of this Agreement, LICENSEE shall submit:
 - A report stating LICENSEE's population as of the date he will be able to obtain Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement only.
 - A report containing the information required by Paragraph 13(d) for all Special Events that were presented between the effective date of this Agreement and the date of the report.
- The Base License Fee for the first year of this Agreement shall be the fee for the Special Events that were presented between the effective date of this Agreement and the date of the report under this Agreement and the amount of this Agreement.
- Base License Fees for subsequent years shall be the fee for Special Events that were presented between the effective date of this Agreement and the date of the report under this Agreement and the amount of this Agreement.
- Special Events are the only events that shall be reported to NBI. Licensees shall report the date presented, the name of the licensee, the date presented, the Gross Revenue of the event, the Base License Fee, and the license fee due for each Special Event.

- (e) If LICENSEE presently, or hereafter, for a Special Event, the Licensee shall provide the name, address, phone number and BMI account number of the other person(s) or entity(ies), and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due, regardless of any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for publication to the public or for the use of BMI in any dissemination program. The programs shall include all errors to the extent possible. LICENSEE shall be under no obligation to furnish programs which may have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2019 AND THEREAFTER

For each calendar year commencing on 12/31/2018, all state licensees shall pay license fee of \$5.00 add-on for population of LICENSEE's program shall be the license fee for the following year, per year, adjusted in accordance with any percentage increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial term of one (1) year, commencing July 1, 2018, which shall be considered the effective date of this Agreement, and continuing thereafter for equal term of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the term of this license term. If such notice is given, the Agreement shall terminate on the last day of the Term as defined herein. **MAY 25 2019**

Administrative fee is now \$100.00 per year. Licensees shall pay administrative fee of \$100.00 per year. Licensees shall pay administrative fee of \$100.00 per year. Licensees shall pay administrative fee of \$100.00 per year. Licensees shall pay administrative fee of \$100.00 per year.

<p><u>LEGAL NAME</u> TOWN OF BRISTOL VT</p>	<p><u>LICENSED PREMISES</u> All locations are licensed by LICENSEE:</p>
<p><u>TRADE NAME</u> Town of Bristol</p>	<p>1st South St UT 05443 Bristol 802 453 5188</p>
<p>PLEASE CHECK APPROPRIATE BOX</p> <p><input type="checkbox"/> Individual Coverage</p> <p><input type="checkbox"/> <input type="checkbox"/> Government</p> <p><input type="checkbox"/> <input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>	<p>802 453 5885 Meredith McFarland Recreation Director www.BristolVTRec.com</p>
<p><u>GOVERNMENT ENTITIES</u> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input checked="" type="checkbox"/></p> <p>Town of Bristol VT</p>	<p><u>MAILING ADDRESS</u> Director</p>
<p>TO BE COMPLETED BY LICENSEE</p> <p>PLEASE SIGN AND INCLUDE PAYMENT</p> <p><i>Michael Steinberg</i></p>	<p>FOR ADMINISTRATIVE USE ONLY PLEASE COMPLETED BY BMI</p> <p><i>Michael Steinberg</i> Michael Steinberg Executive Vice President Creative & Licensing</p>
<p>PLEASE RETURN THIS LICENSE TO BMI BMI 10 MUSIC SQUARE E. NASHVILLE TN 37203</p>	<p>60979791</p> <p>U 2018/DEC EFFECTIVE 12/31/18</p>

Modified Altered Agreement Form

Date of Call: 05/24/2019

Contact at Establishment:

Acct Name: Town of Bristol

Customer Number: 60979791

Alterations Made to the Agreement by BMI

*Only complete fields where BMI made changes to the contract

*Contract Start Date:

*Contract End Date:

*Legal Name: Town of Bristol *YH*

Premise (Shipping Address):

Fee:

Legal Structure:

Signatory Name/Title:

Other:

Other:

Completed By: 05/24/2019

Date: Jared Worth