



CHRISTIAN COPYRIGHT SOLUTIONS  
PERFORMmusic LICENSE

TERMS AND CONDITIONS

Prior to activation of your PERFORMmusic License, you shall: (1) complete Christian Copyright Solutions' (CCS's) application for PERFORMmusic License form; (2) complete any application form for any applicable Performing Rights Organization (PRO); (3) provide to CCS and/or any applicable PROs any information deemed necessary for approval of your PERFORMmusic License; (4) pay annual license fee; and (5) agree to the terms contained herein and CCS's Standard Terms and Conditions. Your application is subject to review by CCS and any applicable PRO, which may grant or deny your application in their sole discretion.

**GRANT OF LICENSE.** You are being granted a non-exclusive, non-transferable license to publicly perform within the United States any musical composition controlled by one or more of the domestic (PROs) Performing Rights Organizations ASCAP, BMI and SESAC). Your right to perform publicly or cause to be performed publicly at "Events and Functions" on the "Premises" such musical compositions is limited to non-dramatic renditions of the separate musical compositions of the PROs.

**LIMITATION ON RIGHTS.** This PERFORMmusic License does not grant you the right to publicly perform dramatico-musical works, or any dramatic rights; nor does it grant you the right to reproduce, distribute, make available for download, and/or exercise any other right held by a copyright owner, or enable others to do so.

**ANNUAL LICENSE FEE.** You shall pay an annual license fee according to the size of your congregation as stated in Attachment A, which is due and payable prior to activation of your PERFORMmusic License, and immediately prior to each renewal period. The annual license fee may be increased, in CCS's sole discretion, if your musical composition use substantially deviates from the average musical composition use by other similarly situated licensees. This annual license fee includes payments to be made to applicable PROs.

**PAYMENT BY CCS.** CCS agrees to make payment on your behalf to applicable PROs hereunder for this PERFORMmusic License; provided, however, CCS is not liable for any fees, royalties or other payments you are obligated to pay as a result of this PERFORMmusic License or any other agreement or obligation.

**TERM AND TERMINATION.** The term of this PERFORMmusic License shall commence upon activation and continue for a period of one (1) year. This PERFORMmusic License shall renew, upon payment of the annual license fee by you, for successive one (1) year periods following the initial term. This PERFORMmusic License may be terminated by either party at any time upon written notice; provided, however, in the event you terminate this PERFORMmusic License without cause, you shall forfeit any activation fee and/or annual license fee(s) already paid to CCS.

**1. Grant And Term Of License**

(a) CCS grants to LICENSEE a license to perform publicly or cause to be performed publicly by LICENSEE at "Events and Functions" on the "Premises" and not elsewhere, non-dramatic renditions of the separate musical compositions in the "ASCAP, BMI and SESAC repertoires." For purposes of this Agreement,

(i) "Licensed Members" means those individuals or entities that are members of LICENSEE, have authorized LICENSEE to act on their behalf with respect to this Agreement, and have no outstanding or delinquent license fees due or payable to ASCAP, BMI or SESAC.

(ii) Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, conventions, training and development seminars and programs, non-ticketed concerts, festivals, aerobics and exercise classes, athletic events, music- on-hold, and social events,



CHRISTIAN COPYRIGHT SOLUTIONS  
PERFORMmusic LICENSE  
TERMS AND CONDITIONS

held under the auspices of or sponsored or promoted by LICENSEE or by Licensed Members on the Premises. Such Events or Functions include only those at which performances are given for which a license is required under the United States Copyright Law.

(iii) "Premises" means buildings and other facilities owned or operated by LICENSEE or Licensed Members and any site which has been engaged for use by LICENSEE or Licensed Members. Satellite campuses that are under the financial and legal umbrella of a "Licensed Member" would be included as "Premises" of the "Licensed Member."

(iv) "ASCAP, BMI and SESAC repertoires" means all copyrighted musical compositions written or published by ASCAP, BMI and SESAC members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement, and of which ASCAP, BMI and SESAC have the right to license non-dramatic public performances. (b) The term of this License shall commence upon activation and continue for a period of one (1) year.

## 2. Limitations On License

(a) This agreement shall inure to the benefit of and shall be binding upon the parties hereto (including Licensee and Licensed Members) and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment. (b) This license is limited to Licensee, Licensed Members and the Premises and shall not extend to any other individual or entity. (c) This license does not authorize: (i) the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP, BMI and SESAC repertoires to persons outside of the Premises, other than by means of music-on-hold telephone systems operated by Licensee or Licensed Members at the Premises; and (ii) performances by means of a background or foreground music service, but is authorized to play music over their sound system throughout their facility. (d) 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: (i) performance of a "dramatico-musical work" in its entirety; (ii) performance of one or more musical compositions from a "dramatico-musical work" accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual representation;

(iv) performance of a concert version of a "dramatico-musical work". The term "dramatico-musical work" includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue or ballet. (e) This license does not authorize any performance by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office. (f) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico. (g) This license shall not extend to any performance by LICENSEE or by any Licensed Member or at any Premises that occurred prior to the date that such LICENSEE or Licensed Member was licensed under this Agreement.

## 3. License Fees

(a) In consideration of the license granted herein, for the 12-month period beginning at the date of activation of this agreement, LICENSEE agrees to pay CCS an annual license fee based on the size of the organization's



CHRISTIAN COPYRIGHT SOLUTIONS  
PERFORMmusic LICENSE

TERMS AND CONDITIONS

congregation (see attached schedule). The size of Licensee's congregation is determined by membership or regular attendance. This License is not active until CCS has received payment. (b) The license fee for subsequent years and renewal terms may be adjusted by the PROs in accordance with the increase in the Consumer Price Index -- All Urban Consumers - (CPI-U) between the preceding October and the next preceding October rounded to the nearest ten cents.

**4. Breach Or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP, BMI AND SESAC or CCS may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty day period without further notice from ASCAP, BMI AND SESAC. In the event of such termination, ASCAP, BMI AND SESAC shall refund to LICENSEE any unearned license fees paid in advance.

**5. Interference in Operations**

CCS shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP, BMI and SESAC's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE or any Licensed Member or Premises is located which is applicable to the licensing of performing rights.

**6. Notices**

ASCAP, BMI AND SESAC or CCS may give any notice required by this Agreement by sending it by United States Mail or by generally recognized same-day or overnight delivery service. Each party agrees to notify the other of any change of address.

**7. Applicable Law**

The meaning of the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of laws principles.



CHRISTIAN COPYRIGHT SOLUTIONS  
PERFORMmusic LICENSE

TERMS AND CONDITIONS

**ATTACHMENT A**

**ANNUAL FEE STRUCTURE**

<b>Average Weekly Attendance</b>	<b>Annual License Fee</b>
<b>1-199</b>	<b>\$235.00</b>
<b>200-499</b>	<b>\$345.00</b>
<b>500-1999</b>	<b>\$625.00</b>
<b>2000-5999</b>	<b>\$975.00</b>
<b>6000-14999</b>	<b>\$2,285.00</b>
<b>15,000+</b>	<b>\$2,525.00</b>