



**BROADCAST MUSIC, INC.
PART 15 AM/FM RADIO LICENSE**

AGREEMENT, made this _____ day of _____, 20_____, between
BROADCAST MUSIC, INC., a corporation organized under the laws of the State
of New York (hereinafter called BMI) with principal offices at 320 West 57th Street
New York, NY 10019 and _____

Legal Name

- A corporation organized under the laws of the State of _____
- An LLC organized under the laws of the State of _____
- A partnership organized under the laws of the State of _____ and consisting of _____
- An individual residing at _____

and operating Part 15 Radio Station licensed hereunder (hereinafter called
“Part 15 Radio Broadcaster”) with offices located at:

City of _____ State of _____ Zip Code _____

Telephone: _____ Fax: _____ E-Mail: _____

(the “Agreement”).

WHEREAS, Part 15 Radio Broadcaster operates an extremely low power radio station with a small audience limited by its geographic reach that is exempt from licensing under the Communications Act of 1934; and

WHEREAS, the station performs works of music in the BMI repertoire and desires to be licensed by BMI on a blanket basis in order to comply with the U.S. Copyright law, and BMI desires to license the station on a basis which takes into account its limited power/audience;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions:

a) The "Term" of the license shall mean the period beginning on _____ and ending on December 31, 2008. It shall continue for additional 1-year Terms thereafter, provided, however, that either party may cancel this Agreement at the end of any annual term by providing to the other party written notice no less than thirty (30) days prior to the end of an annual term.

b) "Part 15 Radio Station" shall mean and be restricted to the Part 15 radio broadcasting station presently located at _____, having the call letters _____ and the frequency of _____.

c) "Part 15 radio broadcasting" shall mean audio "over-the-air" broadcasting in all of its forms that is exempt from licensing by the Federal Communications Commission under Section 301 of the Communications Act because, if operating in the AM spectrum, it complies with Section 15.219 of the Commission's regulations, 47 C.F.R. 15.219, by operating in the band 510-1705 kHz with a total input power to the final radio frequency that does not exceed 100 milliwatts, or because, if operating in the FM spectrum, it does not exceed the radiation emissions requirements set forth in Sections 15.209 and 15.239 of the Commission's regulations, 47 C.F.R. 15.209, 239. Part 15 radio broadcasting does not include Internet, cable or other online transmissions.

2. A. BMI hereby grants to Part 15 Radio Broadcaster, for the Term hereof, a non-exclusive license to publicly perform by Part 15 radio broadcasting on the Part 15 Radio Station, all non-dramatic musical works, the rights to grant public performing rights licenses of which BMI may, during the term hereof, own or control. The performances licensed hereunder may originate at any place, whether or not such place is licensed to publicly perform musical works licensed hereunder, and regardless of the manner, means or methods of such origination. Nothing in this agreement shall be deemed to grant a license to anyone authorizing any public performance in such other place of any such composition.

B. Nothing herein shall be construed as authorizing Part 15 Radio Broadcaster to grant to others, including but not limited to any cable system, satellite carrier (including MMDS or similar wireless services), online services or ISP the right to retransmit to the public or publicly perform by any means, method or process whatsoever, any of the musical compositions licensed hereunder, or as authorizing any receiver of any radio broadcast to publicly perform or reproduce the same by any means, method or process whatsoever.

3. A. The annual license fee for the Term is \$ 219 and is payable upon execution of this License Agreement. The fee for the initial calendar year of the

Term will be pro-rated on a monthly basis if the initial year of the Term is less than a full year. The annual license fee for each subsequent year of the Term will be billed annually and will be due and payable to BMI on or before January 15 of each calendar year. The fee will be adjusted annually to reflect the percentage increase in the Consumer Price Index (CPI). BMI will notify Part 15 Radio Broadcaster of the CPI-adjusted annual fee by no later than January 1st of each year. BMI may impose a late charge of 1.5% per month on any payment received by BMI more than 30 days late.

B. If the Part 15 Radio Station licensed hereunder during any calendar year of the Term (or portion thereof) has more than \$ 10,000 in annual advertising revenue, that station is no longer eligible to be licensed under this Agreement, and this Agreement shall automatically terminate. Part 15 Radio Broadcaster shall notify BMI within 30 days of its date that its revenues for a given year exceed the \$10,000 eligibility threshold. BMI has the right to examine any books and records of Part 15 Radio Broadcaster to verify compliance with this requirement.

4. As long as Part 15 Radio Broadcaster is not in default or arrears in payment under this Agreement, BMI agrees to indemnify, save and hold harmless and to defend Part 15 Radio Broadcaster, its advertisers and their advertising agencies, its officers, employees, and artists, from and against all claims, demands and suits that may be made or brought against them or any of them with respect to the public performance under this Agreement of any material licensed hereunder; provided, however, that this indemnity shall not apply to broadcasts of any musical work performed by Part 15 Radio Broadcaster after written request from BMI to Part 15 Radio Broadcaster that Part 15 Radio Broadcaster refrain from performance thereof. Part 15 Radio Broadcaster agrees to give BMI immediate notice of any such claim, demand or suit and agrees immediately to deliver to BMI all papers pertaining thereto. BMI shall have full charge of the defense of any such claim, demand or suit and Part 15 Radio Broadcaster shall cooperate fully with BMI therein.

5. Part 15 Radio Broadcaster shall not assign this Agreement except to an entity acquiring the station, provided that such entity signs a BMI Part 15 Radio license.

6. All disputes of any kind, nature or description arising in connection with the terms and conditions of this License Agreement, except for those within jurisdiction of the BMI Rate Court under Article XIV of the BMI Consent Decree, shall be submitted to the American Arbitration Association of the City and State of New York for arbitration under its prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties here-to 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 a third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgement may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

7. BMI may terminate this license upon thirty (30) days' notice if Part 15 Radio Broadcaster fails to timely make any payment or submit any reports required hereunder; or upon sixty (60) days' notice, if BMI also simultaneously cancels all other licenses of the same class and category as Part 15 Radio Broadcaster.

8. Upon reasonable notice, Part 15 Radio Broadcaster agrees to furnish BMI lists and certain required information concerning its performances of all musical works on forms provided by BMI. Such lists need not be furnished for more than one (1) week of each year of the term.

9. On notice, BMI may 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.

10. All notices shall be in writing and mailed to the party of whom such notice is required or permitted to be given, by United States mail, postage prepaid addressed to said party at its mail office for the transaction of business or by such other method as the parties agree to in writing. Any notice sent to BMI shall be to the attention of the Senior Vice President of Licensing. This Agreement constitutes the entire understanding between the parties and shall be construed under New York law, except for its choice of law provisions.

PART 15 RADIO BROADCASTER

BROADCAST MUSIC, INC.

By _____
(Signature)

By _____
(Signature)

(Print Name of Signatory)

(Title of Signatory)

(Title of Signatory)

(Date)





Media Licensing Part 15 Radio Station Profile

Call Letters/Station Name

Station Frequency: _____

Program Format: _____

Owner's Name

Station Address:

Station Phone Number:

Station Fax Number:

Billing Address:

General Manager:

Contact Person:

Contact Title:

Contact Phone Number:

Contact Fax Number:

Contact E-Mail:

Station Website:

Are you using music on your station's website?

Yes

No

Tax ID Number:

The information below is REQUIRED to open your new account

On Air Date:

Business Type:

- Corporation - incorporated in the state of _____
- Limited Liability Corporation
- Partnership
- Individual

Authorized Signature:

Print Signatory Name:

Print Signatory Title:

Date:



10 Music Square East, Nashville, Tennessee 37203-4399

BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.