

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

City of Reedley ("LICENSEE")
(Legal Name of Entity)

(Billing Address) 845 G Street

(City, State, ZIP) Reedley, CA 93634

Telephone (559) 637-4203 Fax (559) 637-7253 E-mail: Sarah.veid@reedley.ca.gov

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of **April 01, 2013** (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **City of Reedley**
Location **Reedley, CA** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "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);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

5. MISCELLANEOUS:


A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder 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.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be 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.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____
Please insert today's date

LICENSEE
BY: 
(please sign here)

SESAC LLC
BY: _____

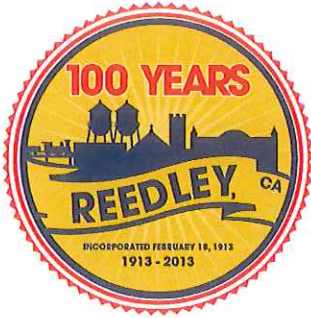
Nicole Zela
(Type or print name)

TITLE: City Manager

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: _____

DATE: 05/14/2013

TITLE: TO AUTHORIZE THE CITY MANAGER TO SIGN THE SESAC PERFORMANCE LICENSE FOR MUNICIPALITIES WHICH ALLOWS THE CITY OF REEDLEY TO PLAY AND/OR PERFORM COPYRIGHTED MUSIC FOR THE ARTISTS SESAC REPRESENTS

SUBMITTED: Sarah Reid
Community Services Superintendent

APPROVED: Joel Glick
Community Services Director

Nicole R. Zieba
City Manager

RECOMMENDATION

To authorize City Manager to sign the SESAC Performance License for Municipalities which allows the City of Reedley to play and/or perform copyrighted music for the artists SESAC represents.

EXECUTIVE SUMMARY

This agreement will allow the City the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions for the artists, writers and performers that SESAC represents.

BACKGROUND

For the past couple of years, the City has paid an annual fee to two music license agencies – ASCAP and BMI. Each agency covers different artists, writers and performers. Recently the City was contacted by SESAC to contract for their clients. Because there is not an agency that covers all music, the City must contract with all three agencies.

Staff made contact with surrounding cities to investigate how they are handling the matter with music licensing. It was a consensus that cities are purchasing all three because of the diversity of artists that are covered by each agency. These licenses will cover the City for any festivals, parades, concerts, community recreational centers and numerous other community activities that have music attached to them. Each agency has determined a flat rate based on population of the municipality.

FISCAL IMPACT

The annual fee of \$327 will be paid out of the General Fund, Enrichment License Agreements.

ATTACHMENTS

SESAC Performance License for Municipalities

Motion: _____

Second: _____