AGREEMENT made at New York, N. Y. on .................................................. 19., between
BROADCAST MUSIC, INC. (or BMI), a New York corporation, with its principal offices at 40 W. 57th Street,
New York, N. Y. 10019, and

Santa Barbara Community College District
(Legal Name of LICENSEE and Name of Institution)

LICENSEE), with its principal business office located at 721 Cliff Drive

City of Santa Barbara
State of California, Zip No. 93109

IT IS AGREED AS FOLLOWS:

1. Definitions


(b) “Theaters” shall include, but not be limited to, concert halls, theaters, auditoriums, amphitheaters, stadiums and similar places of performance whether enclosed or not.

(c) “Musical Attractions” shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances under the sponsorship, control, authority, and with the direct or indirect approval of the LICENSEE, where music is performed.

(d) “Seating Capacity” shall mean the total number of seats permanently affixed in any theater where a musical attraction is performed, plus any temporary seats added within the theater for a particular performance. Should a musical attraction be performed at a theater where the seating capacity has been altered to accommodate a particular musical attraction, or if the total number of seats made available for a particular musical attraction shall be less than that of the seating capacity of said theater, then in those instances, seating capacity shall mean the total number of seats made available for that particular performance. If a site does not have permanent seating, “seating capacity” shall be interpreted to mean the number of persons attending a particular performance.

(e) “Full-time Students” shall include all full-time students and full-time equivalents attending an institution for educational purposes and shall include, but not be limited to, graduate and undergraduate students. Part-time students shall be converted into full-time equivalents pursuant to the methods set forth in the Higher Education General Information Survey as conducted annually by the Department of Health, Education, and Welfare and shall include, but not be limited to, graduate and undergraduate students.

(f) “Entertainment Costs” shall mean the total monies expended by LICENSEE (or the persons having direct or indirect authority from LICENSEE to promote musical attractions) for a musical attraction and shall include, but not be limited to, main attractions, supporting acts, monies paid to performers, monies paid to booking agents, monies paid to agents of the performer, monies paid to supporting musicians, room, board and transportation.

(g) “Public Domain Music” shall mean any musical composition not protected by copyright.

2. In the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE’S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this license shall not apply to such other establishment or property.

3. BMI hereby grants to LICENSEE for the term of this agreement a non-exclusive license to perform or cause the performance of musical compositions to which BMI shall have the right to grant public performance licenses for performances presented under the sponsorship, control, authority, and with the direct or indirect approval
of LICENSEE. This license is not assignable and no rights other than those mentioned are included in this license. This license does not include:

(a) Dramatic rights or the right to perform dramatico-musical works in whole or in substantial part; or

(b) The right to broadcast, telecast, or otherwise transmit the licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

4. LICENSEE agrees to pay BMI a fee for each performance of a musical attraction computed on the basis of Schedule “A” included in and made a part of this contract. Payment for musical attractions shall be made to BMI by the tenth (10th) day of each calendar month of the term hereof for all performances given during the previous month. LICENSEE shall furnish BMI (on forms to be supplied by BMI), at such times as it makes payment of license fees pursuant to this paragraph with a statement signed by an officer, auditor, or authorized official of LICENSEE covering performances of musical attractions occurring during the previous month. Such statement shall include the name of each musical attraction, the dates of each musical attraction and the number of performances each day, the theater at which the performance took place and the seating capacity of the theater. A statement shall be furnished to BMI by LICENSEE each month regardless of whether or not any performances occurred during the previous month.

5. “Per Student Fee”.

(a) Except for those uses previously excluded, LICENSEE shall also pay BMI for each contract year a “Per Student Fee” for all other uses of music, including, but not limited to, campus radio broadcasting stations where said station’s gross income derived from the sale of air time is less than $10,000 annually, the sum of five and one-half (5.5) cents per full-time student; or $60.00, whichever is greater. This fee shall be based upon the number of full-time students as defined in paragraph 1(e) for the fall term of each preceding year.

(b) The “Per Student Fee” for the First Contract Year of this contract is $ based upon full-time students enrolled in the institution during the fall term of 1977. LICENSEE shall notify BMI, on a form to be supplied by BMI, no later than November 30, 1978, of the number of Full-time Students, as defined above, attending the institution during the fall term of 1978, which will establish the “Per Student Fee” for the Second Contract Year.

(c) The “Per Student Fee” for the First Contract Year (1978) shall be paid by LICENSEE to BMI in the following manner:

1. One-half of the annual “Per Student Fee” will be due and payable on or before June 10, 1978.

2. The balance of the “Per Student Fee” for the First Contract Year (1978) will be due and payable on or before October 10, 1978.

(d) The “Per Student Fee” for the Second Contract Year (1979) will be paid by LICENSEE to BMI in the following manner:

1. One-half of the annual “Per Student Fee” will be due and payable on or before January 10, 1979.

2. The balance of the “Per Student Fee” for the Second Contract Year (1979) will be due and payable on or before July 10, 1979.

(e) Where LICENSEE does not cause the performance of any music other than musical attractions no “Per Student Fee” shall be due and payable to BMI. In such instances, LICENSEE will pay BMI the fees for musical attractions pursuant to Schedule “A”. However, it is agreed and understood by LICENSEE that these fees will be due BMI whether or not the costs of such a musical attraction are less than $1,000.00

(f) Where LICENSEE, at the time of the execution of this agreement, does not cause the performance of any music other than musical attractions, and thereafter, during the term of this agreement, does cause the performance of any music other than musical attractions, LICENSEE shall notify BMI promptly in writing, and shall pay the applicable “Per Student Fee” from the commencement date of said usage of music.

6. All campus radio broadcasting stations licensed pursuant to this agreement shall, upon written request from BMI made on not less than one (1) week’s notice specifying the period to be covered by the request agree to furnish to BMI weekly lists of station’s performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI but such lists need not be furnished for more than two (2) weeks of each year of the term of this agreement.
7. BMI shall have the right by its authorized representatives, any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements rendered and accountings made hereunder.

8. In the event that BMI, at any time during the contract term, shall, for the same class and category as that of the LICENSEE issue licenses granting rights similar to those in this agreement on a more favorable basis, BMI shall, for the balance of the term, offer the LICENSEE a contract containing the same terms.

9. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performance. BMI's Clearance Department will, upon request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertory. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

10. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to arbitration in the City, County, and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected 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 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 the 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 need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

11. Upon any breach or default of the terms and conditions of this agreement, BMI may, at its sole option, cancel this agreement with not less than ten (10) days notice in writing to LICENSEE. The right to cancel 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 or of the right to cancel this agreement in accordance with the terms of this paragraph.

12. All notices given by BMI hereunder shall be duly and properly given if mailed to the address set forth above.

13. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This agreement, its validity, construction and effect, shall be governed by the laws of the State of New York.

BROADCAST MUSIC, INC.  

Santa Barbara Community College District  
LICENSEE (Legal Name)

By: ...........................................  

(Signature)

Donald K. Sorsabal  
(Print Name of Signer)

Assistant Superintendent, Business Services  
Title of Signer

3


**SCHEDULE A**

If the entertainment costs of a musical attraction total $1,000.00 or more, except as provided for in paragraph 5(e), LICENSEE shall pay to BMI the following fee:

Schedule of Rates

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>SEATING CAPACITY</th>
<th>FEE PER PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 1,500 seats</td>
<td>$15.00 minimum</td>
</tr>
<tr>
<td>2</td>
<td>1,501 to 2,500 seats</td>
<td>25.00</td>
</tr>
<tr>
<td>3</td>
<td>2,501 to 5,000 seats</td>
<td>40.00</td>
</tr>
<tr>
<td>4</td>
<td>5,001 to 7,500 seats</td>
<td>55.00</td>
</tr>
<tr>
<td>5</td>
<td>7,501 to 8,500 seats</td>
<td>70.00</td>
</tr>
<tr>
<td>6</td>
<td>8,501 to 10,000 seats</td>
<td>85.00</td>
</tr>
<tr>
<td>7</td>
<td>10,001 to 12,500 seats</td>
<td>100.00</td>
</tr>
<tr>
<td>8</td>
<td>12,501 to 15,000 seats</td>
<td>140.00</td>
</tr>
<tr>
<td>9</td>
<td>15,001 to 17,500 seats</td>
<td>160.00</td>
</tr>
<tr>
<td>10</td>
<td>17,501 to 20,000 seats</td>
<td>180.00</td>
</tr>
<tr>
<td>11</td>
<td>20,001 to 30,000 seats</td>
<td>200.00</td>
</tr>
<tr>
<td>12</td>
<td>Over 30,000 seats</td>
<td>300.00 maximum</td>
</tr>
</tbody>
</table>

Where a musical attraction is believed to be comprised entirely of musical compositions which are in the public domain, LICENSEE may, at his option, submit a schedule of all those musical compositions performed at said musical attraction, and in those instances, after review by BMI, where all of the musical compositions performed at said musical attraction are in the public domain, no fee shall be due and payable to BMI. In the event no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said musical attraction pursuant to Schedule “A”.

**INSTRUCTIONS:** *Complete white areas on pages 1, 2, and 3.*