

MUSIC PERFORMANCE AGREEMENT No _____

IN RESTAURANTS, BARS, HOTELS or other similar CATERING OR ACCOMMODATION ESTABLISHMENTS

Name of the establishment _____

Location _____ Phone _____

RESTAURANT, BAR or other catering establishment

Mechanical background music

Number of seats _____

Dancing accompanied by mechanical music

Number of seats _____. Per week _____ days.

Live music Karaoke Variety show or revue programme

Terrace

a) mechanical background music from _____ to _____

Number of seats _____

b) dancing accompanied by mechanical music from _____ to _____ _____ times per week.

Number of seats _____

HOTEL or other accommodation establishment

Number of bedrooms _____

listening to music (by radio or TV programmes or other choices) is facilitated in _____ rooms.

Music in public spaces

PARTIES OF THE AGREEMENT

Estonian Authors' Society

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Name of legal or self-employed person _____

address _____

registry code _____

phone _____ e-mail _____

account No _____

send invoice to address _____

contact person _____

phone _____ e-mail _____

TERMS AND CONDITIONS OF THE AGREEMENT

1. With this agreement (hereinafter Agreement) and in accordance with Section 13(1)(7), Section 13'(2) and Section 46(1) of the Copyright Act, Estonian Authors' Society (hereinafter EAÜ) shall grant a licence (upon the signature of the Agreement) to the legal or self-employed person (hereinafter Licensee) for public

performance of the musical works (with or without lyrics) belonging to EAÜ repertoire and protected in the Republic of Estonia by the Copyright Act (hereinafter Works). The licence allows public performance of Works in the restaurant, bar, hotel or in other similar catering or accommodation establishment the location of which is indicated in the Agreement. If the Licensee holds several catering or accommodation establishments (including in the same building), a separate agreement shall be made per each establishment.

2. EAÜ repertoire consists of the Works the rights of which are represented by EAÜ on the basis of agreements concluded with the authors or their legal successors, or on the basis of agreements concluded with other organisations which represent authors.

3. By public performance of works the parties mean performance of Works either partially or fully and either directly (hereinafter **live music**) or indirectly by means of any technical device or process (radio, TVset, internet, record or CD player, etc. ð hereinafter **mechanical music**), regardless of whether the public actually perceive the Works or not, and in a place open for public or also in a place not open for the wider public but where a significant number of persons outside the family and outside immediate circle of acquaintances are present.

4. The licence granted with the Agreement to the Licensee by EAÜ is non-exclusive in its content and the Licensee is not authorised to give it to any third party.

5. Rates of licence fees payable by catering and accommodation establishments to EAÜ for public performance of Works have been published on EAÜ webpage (www.eau.org) and are uniform for all catering and accommodation establishments. EAÜ undertakes not to modify the rates of licence fees in the middle of the calendar year. In case EAÜ modifies the rates, EAÜ shall be obliged to notify the Licensee of this either in writing or by any means which leaves a written record at least six weeks before the end of the current calendar year, and the rates shall apply from 1 January of the following year.

6. Licence fee for mechanical music shall be paid by the Licensee into EAÜ bank account by the 20th date of the month following each quarter on the basis of invoice issued by EAÜ.

7. As regards the use of live music the Licensee is obliged, no later than by the 20th date of the month following a quarter, to submit to EAÜ a report sheet containing data of relevant importance in order to determine licence fee. On the basis of the report sheet submitted, EAÜ shall issue an invoice to the Licensee no later than on the fifth business day after the receipt of the report sheet. The Licensee shall transfer the licence fee payable for the performance of live music into EAÜ bank account within five business days after the receipt of invoice from EAÜ. In case of failure to submit the report sheet in compliance with the deadline, the Licensee shall pay penalty to EAÜ in the amount of 12,80 þ per each delayed day. In case of failure to notify EAÜ of the use of live music, the Licensee shall pay penalty to EAÜ in the amount of 191,70 þ per each month, when live music was used of which EAÜ had not been notified.

8. In case the payment of the licence fee is delayed, the Licensee shall be obliged to pay interest from the sum not paid in time in the amount of 0,5% per each delayed calendar day.

9. The Licensee shall be obliged to submit a repertoire report on live music to EAÜ by the 20th date of the month following a quarter. In order to prepare this report the Licensee shall require information from the performers on the titles of the Works performed by them in the period of a quarter, and on the authors of the Works. As regards a variety show or revue programme information on the choreographer must also be presented to EAÜ. In case of failure to submit the repertoire report in compliance with the deadline, the Licensee shall pay penalty to EAÜ in the amount of 3,20 þ per each delayed day.

10. The Licensee shall be obliged to notify EAÜ of modifications concerning the use of music, number of visitors ð seats and other similar changes which have relevant importance while determining the licence fee. Such notification shall be made in writing or by other means which leaves a written record.

11. If rent/hire of the premises in the Licensee's establishment takes place by a third person for carrying out a single event and also for performance of music, the Licensee shall be obliged to inform the third party that in order to perform music a permission must be requested from EAÜ. Likewise, the Licensee shall be obliged to notify EAÜ of the third party's name and other data and of the time of the event. If the third party has prior to the event obtained the performance licence from EAÜ, the number of the licence agreement must also be notified to EAÜ.

12. Disputes arising from the Agreement shall be settled by negotiations between the parties. If consensus cannot be reached, disputes shall be settled in accordance with the current legislation.

13. The Agreement shall have either a hand-written or digital signature of both parties.

14. The Agreement is valid since _____ until 31 December 20__ and is renewed by a calendar year, provided that neither party gives the other party written notice of denunciation of the Agreement at least one month before 31 December of the current year. The parties have the right to terminate the Agreement at any time notifying the other party of such a wish at least one month before. If one party fails to meet essential conditions of the Agreement, the other party shall have the right to terminate the Agreement unilaterally and exceptionally and EAÜ shall be entitled to demand immediate payment of the sums payable (licence fee, interest, penalty) on the basis of the Agreement.

Licensee

EAÜ

Name and signature of a party

Name and signature of authorised person

RATES TO BE CHARGED FOR MUSIC PERFORMANCE
 IN RESTAURANT, BAR, HOTEL or other similar CATERING or ACCOMMODATION
 ESTABLISHMENT

A. LIVE MUSIC AND KARAOKE, i.e. music that is sung, played or performed in some other way either in live or by some technical means (such as phonogram). The amount of the licence fee is 15 p per day.

The amount of the licence fee for live music and karaoke is neither dependent on the number of visitors/seats nor on the purpose of performance or whether the music is performed for dancing or only for background atmosphere.

B. VARIETY SHOW OR REVUE PROGRAMME

While performing a variety show or revue programme the amount of the licence fee is 16,50 p per day, regardless of whether the music of the variety show or revue programme is in live or in mechanical performance.

C. MECHANICAL MUSIC, i.e. music, during the performance of which (at the location of the establishment, indicated in the agreement) performer/performers of the music does/do not participate and the music is performed only by technical means.

Number of seats for visitors	Mechanical background music	Dancing per week		
		1-2 times	3-4 times	5-7 times
1-20	16 p/month	19 p/month	24 p/month	35 p/month
-50	21 p/month	21 p/month	29 p/month	45 p/month
-100	37 p/month	29 p/month	40 p/month	64 p/month
-150	48 p/month	37 p/month	51 p/month	80 p/month
-200	71 p/month	45 p/month	61 p/month	98 p/month
-300	93 p/month	53 p/month	72 p/month	120 p/month
-400	111 p/month	61 p/month	83 p/month	136 p/month
For each additional 100seats	+18 p/month	+8 p/month	+11 p/month	+16 p/month
exceeding 1000 seats	240 p/month	117 p/month	157 p/month	247 p/month

The Licensee shall pay licence fee for the performance of mechanical music as follows:

*for mechanical background music in accordance with the number of visitors/seats;

*if, in addition to mechanical background music, also dancing possibility (accompanied by mechanical music) is provided, the Licensee shall pay licence fee for dancing as well. The licence fee for dancing depends on the frequency of dancing nights and on the number of visitors/seats. If the dancing nights take place less than once a week, the amount of the licence fee is 13 p per day.

The amount of the licence fee for mechanical music is not dependent on the technical means or processes (radio, TVset, internet, record or CD player, etc.) by which music is performed.

If at the location of the establishment provided in the Agreement also live music or a variety show or revue programme is performed in addition to mechanical music, the Licensee shall pay in addition to licence fee indicated in item C also licence fee in amounts indicated in items A or B.

D. MUSIC AT ESTABLISHMENTS MEANT FOR ACCOMMODATION

As regards payment of licence fees for the right to perform music, hotels and other similar establishments meant for accommodation have been divided into two areas: I area covers accommodation establishments which are located in Harjumaa, Tallinn, Tartu, Pärnu and Haapsalu; II area consists of accommodation establishments which are not located in I area.

D1 for performance of music in the bedrooms or dependent on the number of bedrooms, where listening to music is provided by technical means (such as radio, TVset, etc.) or process:

Number of Bedrooms	I area	II area
1-150	1,00 p /room per month	0,80 p/room per month
151-200	179 p/month	143 p/month
For each additional 50 rooms	+27 p/month	+22 p/month

D2 for performance of music in public spaces (lobby, corridor) of a hotel or other similar establishments ó dependent on the size of the hotel, or in other words, on the number of bedrooms:

Number of Bedrooms	I area	II area
1-50	14 p/month	11 p/month
51-100	21 p/month	17 p/month
101-200	33 p/month	26 p/month
201 or more	44 p/month	35 p/month

Comments:

1. Given rates of licence fees are not inclusive of the amount of value added tax to be added by EAÜ in accordance with VAT Act. The amount of VAT shall be calculated from EAÜ's commission fee and shall be presented as a separate line in the invoice issued by EAÜ.

2. Given rates of licence fees are valid since 1 January 2017 until 31 December 2021.