

**AGREEMENT FOR THE PERFORMANCE OF MUSIC NO.
In a trade and service establishment**

Date:

Name of the venue _____

Location _____

Service area _____ m²

Music is performed outside
of the trade or service establishment

yes no

1. Contracting parties

Eesti Autorite Ühing MTÜ

Lille 13, 10614 Tallinn
registry code 80004182

Phone: 668 4360

E-mail: eau@eau.org

account number EE857700771003792013 LHV

Company name:

Address:

Registry code:

Phone:

E-mail:

Send invoice to:

Authorised representative of the EAÜ

Name:

Phone:

E-mail:

Contact person

Name:

Phone:

E-mail:

Terms of agreement

1. By this agreement (hereinafter the agreement), the Estonian Authors' Society (hereinafter the **EAÜ**) grants to the undersigned legal person or self-employed person (hereinafter the **licensee**) a licence, in accordance with the Copyright Act, for the public performance of musical works with and without lyrics included in the repertoire of the EAÜ and protected by copyright in the Republic of Estonia (hereinafter the **works**) at the premises of the trade or service establishment specified in the agreement.
2. The repertoire of the EAÜ consists of works whose rights are represented by the EAÜ on the basis of agreements with authors, their successors or publishers, and on the basis of agreements with other organisations representing authors.
3. Pursuant to § 10 of the Copyright Act, the work is deemed publicly performed if it is recited, played, sung or otherwise performed directly or indirectly by means of any technical device or process (radio, television, record, cassette, CD player, etc.), regardless of whether the public actually perceives the work or not, and in a place which is open to the public or which is not open to the public but where an unspecified set of persons outside the family and an immediate circle of acquaintances are present.
4. The authorisation granted to the licensee by the EAÜ under the agreement is essentially a non-exclusive licence and the licensee is not entitled to transfer it to a third party.

5. The licence fee rates paid by trade and service establishments to the EAÜ for the public performance of works have been published on the EAÜ website (www.eau.org) and are the same for all trade and service establishments. The amount of the licence fee, i.e. the fee rate, depends on the size of the service area of the trade and service establishment and whether the works are performed outside the trade and service establishment. The amount of the licence fee does not depend on whether the works are performed live or by technical means, on the number of times the works are performed per day/week/month, or on whether or not the works are actually perceived by the public.
6. The EAÜ undertakes not to change the licence fee rates during the calendar year. In case the EAÜ changes the fee rates, they are obliged to notify the licensee thereof in writing or in a format that can be reproduced in writing at least six weeks before the end of the current calendar year, and they shall take effect from 1 January of the following year.
7. The licence fee shall be paid by the licensee on a quarterly basis by transferring it to the bank account of the EAÜ according to an invoice issued by the EAÜ no later than the 20th day of the month following the quarter. In the event of delay, the licensee undertakes to pay interest on arrears at the rate of 0.3% of the amount due for each calendar day the payment of the licence fee is delayed.
8. The licensee is obliged to notify the EAÜ of any changes that are material for the calculation of the licence fee (e.g., reduction/increase in the service area, termination of the use of music).
9. All disputes arising from the agreement shall be settled by negotiation between the parties. If no agreement is reached, the dispute shall be settled in Harju County Court.
10. The agreement shall be signed in person or digitally by the parties.
11. The agreement is valid from _____ until 31 December 20__ and shall be renewable for one calendar year unless either party gives written notice of termination at least one month before 31 December of the current year. The other party shall be given at least one month's notice in writing of the wish to terminate the agreement early. If one of the parties fails to comply with the material terms of the agreement, the other party shall be entitled to unilaterally and extraordinarily terminate the agreement and the EAÜ shall be entitled to request immediate payment of the amounts due under the agreement.

EAÜ

/signed digitally/

Authorised representative of the EAÜ

/signed digitally/

Contracting party

