

AGREEMENT FOR THE PERFORMANCE OF MUSIC NO. _____

In a restaurant, bar, hotel or other catering or accommodation establishment, as well as in a club

Click or tap to enter a date.

Name of the venue:

Location:

Phone:

Restaurant, bar or other catering establishment

Open:

Number of seats for visitors _____

Background music

DJ

_____ days a week

Live music

Karaoke

Variety or revue programme

Terrace

Number of seats for visitors _____

a) Background music between the hours _____ - _____

b) DJ _____ times a week.

Club

Open at _____ - _____

Area open to visitors _____

Open _____ days a week

Hotel and other accommodation establishment

Number of rooms _____

The possibility of listening to music (radio or TV programmes, etc.) is offered _____ rooms.

Music in public areas

Contracting parties

Eesti Autorite Ühing MTÜ

Lille 13, 10614 Tallinn

Registry code: 80004182

Phone: 668 4360

E-mail: eau@eau.org

Bank account: EE857700771003792013 LHV

Company:

Address:

Registry code

Phone:

E-mail:

Send invoice to:

Authorised representative of the EAÜ:

Name: Click or tap here to enter text.

Phone:

E-mail:

Contact person:

Name: Click or tap here to enter text.

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 clause 7 of subsection 1 of § 13, subsection 2 of § 13¹, and subsection 1 of § 46 of 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 restaurant, bar, hotel, or other catering or accommodation establishment, as well as club specified in the agreement. If the licensee owns several catering or accommodation establishments (including those located in the same building) or a club, a separate agreement shall be concluded for each establishment (venue).
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. The parties agree that public performance of the work means the performance of works either directly (hereinafter **live music**) 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 catering and accommodation 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 catering and accommodation establishments. The EAÜ undertakes not to change the licence fee rates during the calendar year. In the case that 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.
6. The EAÜ sends the licensee an invoice that covers the music (except live music) performed in the catering or accommodation establishment or club owned by the licensee in the relevant quarter. The licensee shall transfer the license fee to the EAÜ by the 20th day of the month following each quarter based on the invoice submitted by EAÜ. If the invoice is submitted for a period shorter than a quarter, the license fee shall be paid by the deadline indicated on the invoice.
7. Regarding the use of live music, the licensee undertakes to submit to the EAÜ by the 20th day of the month following the quarter at the latest a record sheet, which contains data of significant importance in determining the license fee. On the basis of the received record sheet, the EAÜ will submit an invoice to the licensee no later than on the fifth working day following the receipt of the record sheet. The licensee shall transfer the license fee payable to EAÜ for performing live music to the EAÜ's bank account within five working days from receipt of the invoice from the EAÜ. If the record sheet is not submitted in a timely manner, the licensee shall pay a contractual penalty to the EAÜ in the amount of 12.80 euros for each day of delay in submitting the record sheet. If the use of live music is not reported to the EAÜ, the licensee shall pay to the EAÜ a contractual penalty of 191.70 euros for each month when unreported live music was performed.

8. In the event of delayed payment of the license fee, the licensee undertakes to pay interest on arrears at the rate of 0.3% of the amount due for each calendar day when the payment of the licence fee is delayed.

9. The licensee is required to submit a repertoire report on live music to the EAÜ via the form on the EAÜ's website available at <http://rep.eau.org/> by the 20th day of the month following the quarter. In order to compile the repertoire report, the licensee shall request information from the performers about the titles and authors of the works performed by them during the quarter. In the case of a variety or revue program, information about the choreographer shall also be submitted to the EAÜ. If the repertoire report is not submitted in a timely manner, the licensee shall pay a contractual penalty to the EAÜ in the amount of 3.20 euros for each day of delay in submitting the repertoire report.

10. The licensee is obliged to notify the EAÜ in writing or in a format that can be reproduced in writing of the use of music, the number of seats for visitors and other related changes, which are of significant importance in the determination of the license fee.

11. If the premises of the company owned by the licensee are rented by a third party for a one-time event where music is also performed, the licensee undertakes to inform this third party that they shall apply for a permit from the EAÜ in order to perform music. The licensee also undertakes to notify the EAÜ of the name and other information of this third party, the time of the event and, if this third party has previously applied for a performance permit for the event from the EAÜ, also the number of the license agreement.

12. 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.

13. The agreement shall be signed digitally by the parties.

14. 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 parties have the right to terminate the agreement at any time by notifying the other party of their wish in this regard at least one month in advance. 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 (license fee, interest on arrears, contractual penalty).

EAÜ

/signed digitally/

Authorised representative of the EAÜ
Click or tap here to enter text.

/signed digitally/

Contracting party
Click or tap here to enter text.

