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Operations Forms,  
Music Use Instructions,  
Licensing Forms,  
and Broadcast Agreement

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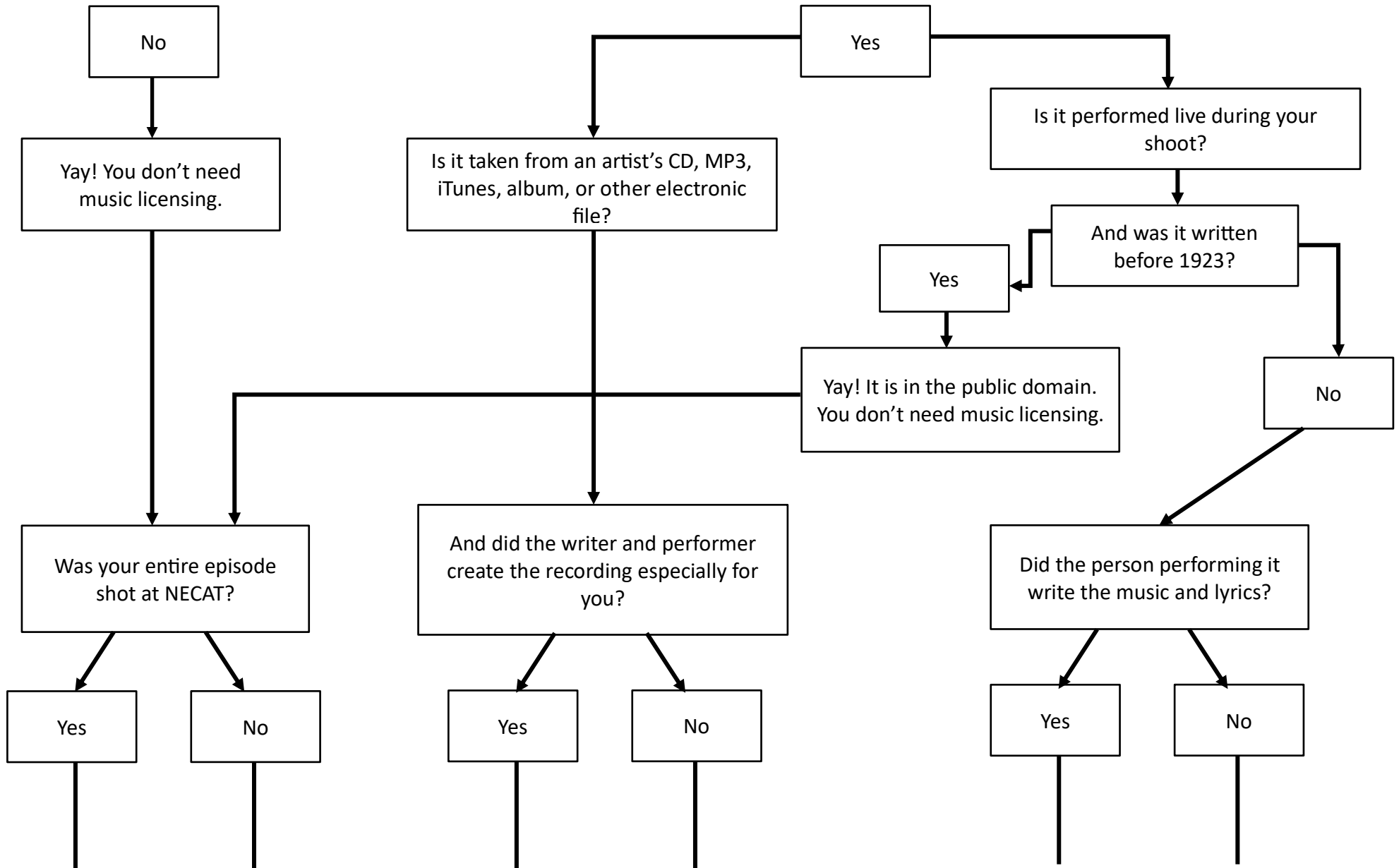
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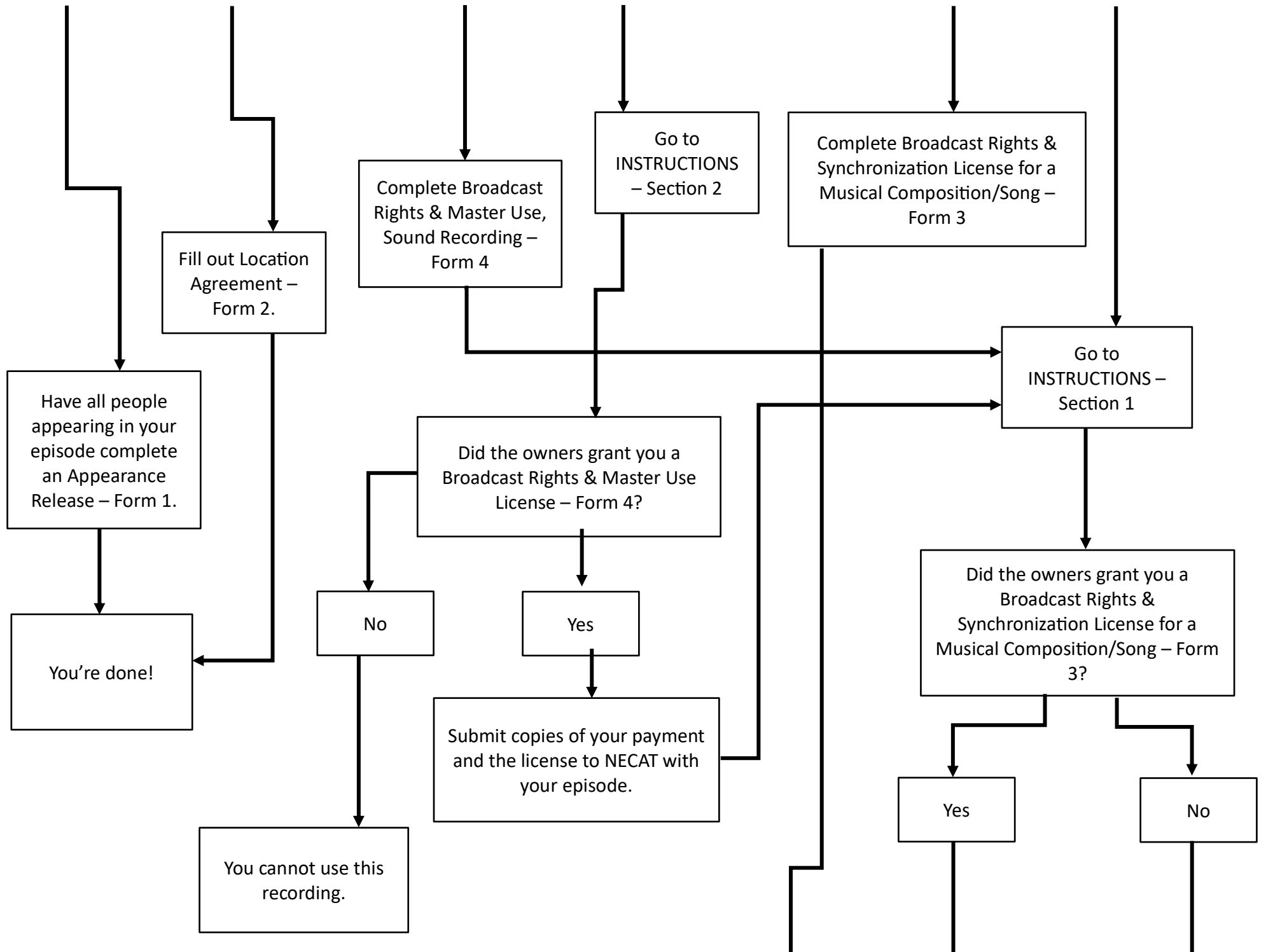
# Chart for Using Music in Your Episode

Use this chart as a guide for the *Instructions for Using Music in Your Episode* document.



Is there music in your episode?





Note 1: You know how much your payment should be through the reduced rate and use information provided on Cue Sheet – Form 6.

Note 2: You know who to send the payment and the letter to from the information you found by searching for the owners through Section 1 of the instructions.

That's it for music! Now, what else?

Submit copies of your payment and the license to NECAT with your episode.

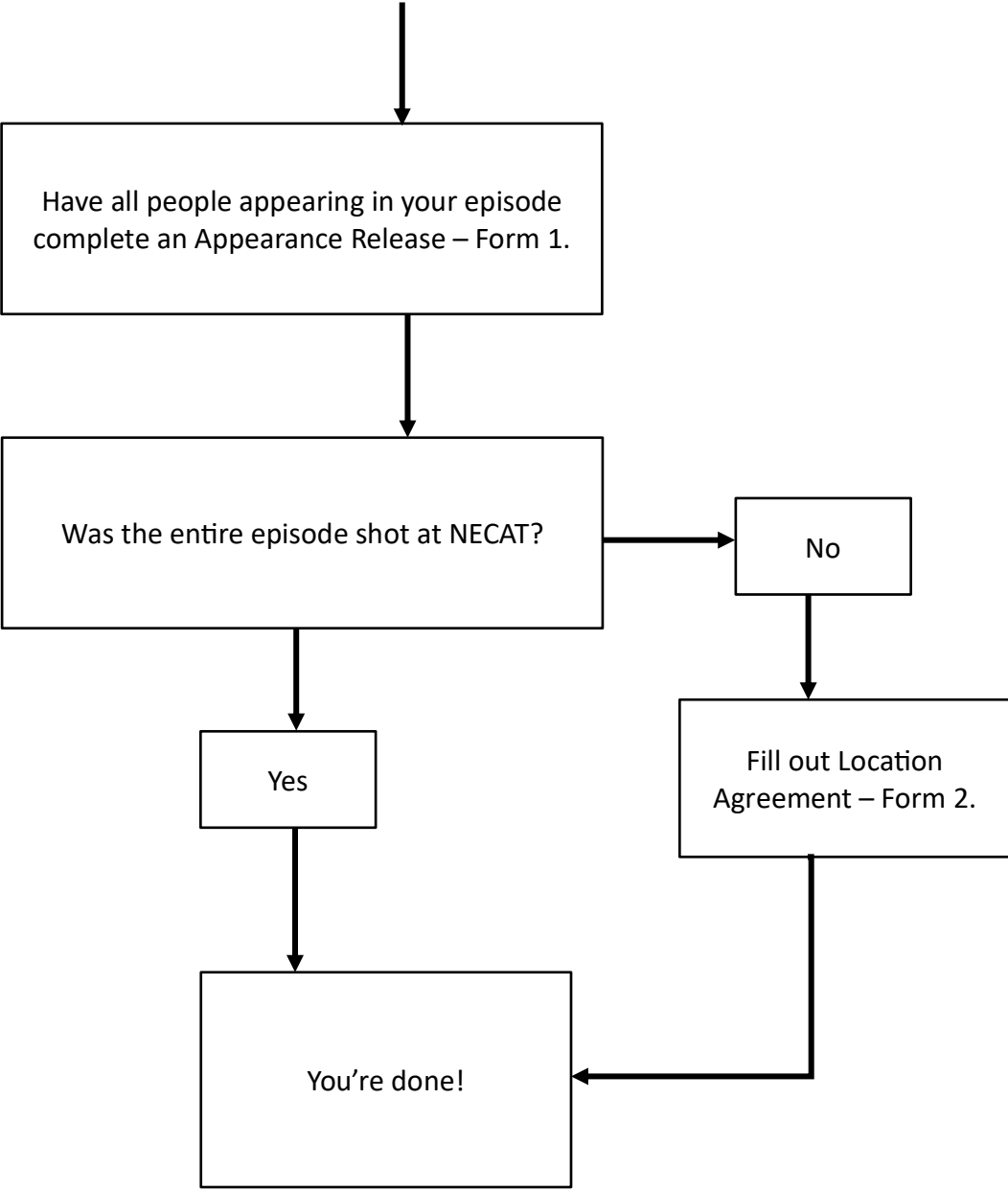
You can still include your live performance of this musical composition/song in your episode if you do the following steps.

Complete Cue Sheet – Form 6.

Complete Sample Letter – Form 7.

Send the completed forms 6 and 7, along with payment, to the owners of the Musical Composition/Song.

Submit a copy of your completed Cue Sheet – Form 6 and Sample Letter – Form 7 to NECAT when you submit your episode.



# INSTRUCTIONS FOR USING MUSIC IN YOUR EPISODE

Start with the “Chart for Using Music in Your Episode” and follow the path on the chart that relates to your specific music use. That will guide you to the sections of these instructions that relate specifically to you.



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If you are using music in your show that you did not personally create, then **by law** you must take specific steps to get permission to use it.

These steps differ based on several things. Some music use is complicated and expensive. Some music use is not allowed by its owners. Some music use is free and easy. Some music use involves you paying fees at an extremely reduced rate (less than \$10 for a 3-year use) because NECAT is a Public Education Government (PEG) station. **START WITH the “Chart for Using Music in Your Episode”** at the front of this packet to guide you through the specific steps in this instruction document that apply to you. That chart will direct you to only the various steps and instructions in this document that you personally need, depending on your particular music use.

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## SECTION 1

If someone physically performs and sings a song during your shoot, you will need to get permission from the people who own the written song that your guest is performing. You do that through a **Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3**.

How do you fill out that form?

- A. Identify the composer/songwriter of the musical composition/song.
  - i. Song owners are typically called “publishers” and can be identified by conducting a “Repertory” search by song title at the Performing Rights Organizations: BMI.com, ASCAP.com, SESAC.com and HARRYFOX.com. If you do not find your specific song on any of these sites, it may have been created before 1923 and therefore in the public domain, which means it does not require licensing for you to use it. If you do find your specific song on any of those sites, it does require licensing and a payment from you to the publishers identified on the sites. Contact the publishers identified for your specific song on the PRO sites to determine where and how to send payment.
  - ii. NOTE: Though familiar with PBS, many publishers will not be aware of this reduced rate license for performances of musical compositions/songs on PEG channels like NECAT. You may need to email them the Code of Federal Regulations included in this packet or refer them to it online: 37 C.F.R. 3811.7(b)(ii).
- B. Using the owner information you found above, obtain a **Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3** from all songwriters and composers or music publishers that own the song.
- C. If you cannot obtain the songwriter/publisher signatures on the Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3, you can still legally have someone physically perform the song in your episode, **IF** you pay the very minimal fees specified for you in the **Cue Sheet - Form 6**. These are “statutory” fees and are greatly reduced for you because NECAT is a PEG station. If you do go

this route, complete the Cue Sheet - Form 6 and mail it with your payment to the publisher that you identified from the PRO sites in Section 1, Item A above. You may use the **Letter Template - Form 7** to customize and send with your payment. Provide copies of your Cue Sheet - Form 6 and your customized payment letter based on Form 7 to NECAT as documentation of your payment of these music rights to the owner.

## SECTION 2

If you use music taken from a CD, record, cassette, MP3, album, or other electronic file, you will need to get permission (which may not be granted) from the owner of that recording and for which you will be charged any amount of money the owner wishes. This is a much **more difficult, time-consuming, and “iffy” process** than having someone physically perform and sing a song in your show, whether or not the person performing the song wrote and owns it or is simply “covering” the musical composition/song owned by someone else (see Section 1 above). The reason is that laws governing PBS and PEG stations put more value in producers \*performing\* musical creations than they do simply \*inserting\* a pre-existing sound recording created and owned by someone else.

**NOTE:** This will be the hardest form of music to legally use in your show because of the steps needed to properly license sound recordings.

**BUT—IF YOU DO** want to try to get permission to use someone else’s recording like this, you need a **Broadcast Rights & Master Use License for Sound Recording - Form 4**.

How do you try to get that?

- A. Identify the owner of the specific sound recording you wish to use. Owners of sound recordings are typically artists or record labels and are identified by the symbol of a capital letter P with a circle around it in the liner notes of CDs, albums, etc. and in the purchase information for downloaded songs from iTunes. Ⓟ
- B. Contact the owner and request use of the sound recording. If granted permission to use, you will need to negotiate the cost.
- C. If—DESPITE THE DIFFICULTY—you do get permission to use a sound recording like this and you do get a **Broadcast Rights & Master Use License for Sound Recording - Form 4**, and you negotiate a price with the owner that is acceptable to you, THAT IS AMAZING. You have one more (relatively easy) step remaining.
- D. You now need to get permission from the people who own the written song that the sound recording you are taking from a CD, cassette, album, iTunes, or other electronic file is made from. You do that through a **Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3**.

How do you fill out **Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3**?

- A. Identify the composer/songwriter of the musical composition/song.
  - i. Song owners are typically called “publishers” and can be identified by conducting a “Repertory” search by song title at the Performing Rights Organizations: BMI.com, ASCAP.com, SESAC.com and HARRYFOX.com. If you do not find your specific song on any of these sites, it may have been created before 1923 and therefore in the public domain, which means it does not require licensing for you to use it. If you do find your specific song on any of those sites, it does require licensing and a payment from you to the publishers identified on the sites. Contact the publishers identified for your specific song on the PRO sites to determine where and how to send payment.



- ii. NOTE: Though familiar with PBS, many publishers will not be aware of this reduced rate license for performances of musical compositions/songs on PEG channels like NECAT. You may need to email them the Code of Federal Regulations included in this packet or refer them to it online: 37 C.F.R. 3811.7(b)(ii).
- B. Using the owner information you found above, obtain a **Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3** from all songwriters and composers or music publishers that own the song.
- C. If you cannot obtain the songwriter/publisher signatures on the Broadcast Rights and Synchronization License for a Musical Composition/Song - Form 3, you can still legally have someone physically perform the song in your episode, **IF** you pay the very minimal fees specified for you in the **Cue Sheet - Form 6**. These are “statutory” fees and are greatly reduced for you because NECAT is a PEG station. If you do go this route, complete the Cue Sheet - Form 6 and mail it with your payment to the publisher that you identified from the PRO sites in Section 1, Item A above. You may use the **Letter Template - Form 7** to customize and send with your payment. Provide copies of your Cue Sheet - Form 6 and your customized payment letter based on Form 7 to NECAT as documentation of your payment of these music rights to the owner.

**Remember:** Someone physically performing and singing a musical composition/song during your shoot (see Section 1 above) has dramatically reduced price rates because NECAT is a PEG station. THIS SAME BENEFIT DOES NOT EXIST FOR SOUND RECORDINGS taken from an artist’s CD, album, iTunes, or other electronic file. If you do not receive a **Broadcast Rights & Master Use License for Sound Recording - Form 4**, you cannot use sound recordings taken from CDs, albums, iTunes, or other electronic files at NECAT.

# APPEARANCE RELEASE - FORM 1

Everyone appearing in your episode needs to fill out this form.



Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)

Show Title: \_\_\_\_\_ (“Show”)

Show Producer Name(s): \_\_\_\_\_ (“Show Producer”)

Name of Individual Appearing in Show: \_\_\_\_\_ (“You”)

For good and valuable consideration, the receipt of which is hereby acknowledged, You hereby grant Show Producer a gratis, nonexclusive, perpetual license throughout the world to record and edit your image, likeness, voice, performance, sound effects, and interview in the Show. This license shall extend to the broadcast and distribution of the Show and marketing materials via Public, Education and Government television stations (“PEG” stations), Nashville’s Education, Community and Arts Television (“NECAT”), affiliated websites, streaming media, and social media accounts.

You hereby warrant and represent that You have the full right, power, and authority to enter into and grant all rights set forth in this Agreement. This Agreement embodies all representations, terms and conditions of the parties’ agreement. You agree to sign any and all other documents which may be required to give Show Producer, PEG stations, NECAT and their successors, sublicensees and assigns their respective rights under this Agreement.

You indemnify and hold Show Producer, PEG stations, NECAT, and their successors, sublicensees and assigns harmless with regard to any right, representation, acknowledgement, or warranty described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing signed by all of the parties hereto. This Agreement and all amendments or modifications shall be governed by and interpreted in accordance with the law of the State of Tennessee and all parties submit to the jurisdiction of the state and/or federal courts in Nashville, Tennessee. The invalidity of any provision of this Agreement shall be limited to that provision and shall affect the validity of the entire Agreement. This Agreement may be executed in separate, duly-executed, counterparts and via facsimile signature with the same force and effect as if the signatures were upon the same instrument. This Agreement shall bind the parties, their heirs, licensees, sublicensees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

## INDIVIDUAL APPEARING IN SHOW

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

(phone and email)

Parent Signature if guest is a minor: \_\_\_\_\_

## SHOW PRODUCER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# LOCATION AGREEMENT - FORM 2



If you use footage of a place other than NECAT, fill out this form.

Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)  
Show Title: \_\_\_\_\_ (“Show”)  
Show Producer Name(s): \_\_\_\_\_ (“Show Producer”)  
Property Address: \_\_\_\_\_ (“Property”)  
Property Owner Name: \_\_\_\_\_ (“You”)

For good and valuable consideration, the receipt of which is hereby acknowledged, You hereby grant Show Producer a gratis, nonexclusive, irrevocable, perpetual right and license to (a) make audio and video recordings (including without limitation photographs) on and of the Property (including without limitation any names, signs, displays, designations, trademarks and service marks therein or thereon), and (b) exhibit, broadcast and distribute such recordings as part of the Show and marketing materials via Public, Education and Government television stations (“PEG” stations), Nashville’s Education, Community and Arts Television (“NECAT”), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT now or in the future).

You hereby warrants and represent that You have the full right, power, and authority to enter into and grant all rights set forth in this Agreement. This Agreement embodies all representations, terms and conditions of the parties’ agreement. You agree to sign any and all other documents which may be required to give Show Producer, PEG stations, NECAT and their successors, sublicensees and assigns their respective rights under this Agreement.

You indemnify and hold Show Producer, PEG stations, NECAT, and their successors, sublicensees and assigns harmless with regard to any right, representation, acknowledgement, or warranty described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing signed by all of the parties hereto. This Agreement and all amendments or modifications shall be governed by and interpreted in accordance with the law of the State of Tennessee and all parties submit to the jurisdiction of the state and/or federal courts in Nashville, Tennessee. The invalidity of any provision of this Agreement shall be limited to that provision and shall affect the validity of the entire Agreement. This Agreement may be executed in separate, duly-executed, counterparts and via facsimile signature with the same force and effect as if the signatures were upon the same instrument. This Agreement shall bind the parties, their heirs, licensees, sublicensees, successors, and assigns.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

## PROPERTY OWNER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

(phone and email)

## SHOW PRODUCER

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

# BROADCAST RIGHTS & SYNCHRONIZATION LICENSE FOR MUSICAL COMPOSITION/SONG - FORM 3



If someone physically performs and sings a song in your episode, fill out this form.

Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)

Show Title: \_\_\_\_\_ (“Show”)

Song/Composition Title: \_\_\_\_\_ (“Composition”)

Affiliated Publisher: \_\_\_\_\_ (“Copyright Owner”)

Performing Rights Organization: \_\_\_\_\_ (ASCAP/BMI/SESAC)

Show Producer Name(s): \_\_\_\_\_ (“Show Producer”)

Songwriter: \_\_\_\_\_

Co-writer Name(s): \_\_\_\_\_

*Note: All co-writers/owners must sign a separate copy of this agreement.*

**Fee Amount:** \_\_\_\_\_ (Copyright Owner can elect to grant a free license. Fee should not exceed the statutory rate set forth in Form 6 - Cue Sheet.)

For good and valuable consideration, the receipt of which is hereby acknowledged, Copyright Owner hereby grants Show Producer a nonexclusive, perpetual license throughout the world **to record and synchronize the Composition in the Show**. This license shall extend to the broadcast and distribution of the Show and marketing materials via Public, Education and Government television stations (“PEG” stations), Nashville Education, Community, and Arts Television (“NECAT”), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT now or in the future).

Copyright Owner hereby warrants and represents that Copyright Owner has the full right, power, and authority to enter into and grant all rights set forth in this Agreement. This Agreement embodies all representations, terms and conditions of the parties’ agreement. Copyright Owner agrees to sign any and all other documents which may be required to give Show Producer, PEG stations, NECAT and their successors, sublicensees and assigns their respective rights under this Agreement.

Copyright Owner indemnifies and holds Show Producer, PEG stations, NECAT, and their successors, sublicensees and assigns harmless with regard to any right, representation, acknowledgement, or warranty described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing signed by all of the parties hereto. This Agreement and all amendments or modifications shall be governed by and interpreted in accordance with the law of the State of Tennessee and all parties submit to the jurisdiction of the state and/or federal courts in Nashville, Tennessee. The invalidity of any provision of this Agreement shall be limited to that provision and shall affect the validity of the entire Agreement. This Agreement may be executed in separate, duly-executed, counterparts and via facsimile signature with the same force and effect as if the signatures were upon the same instrument. This Agreement shall bind the parties, their heirs, licensees, sublicensees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**COPYRIGHT OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

(phone and email)

**SHOW PRODUCER**

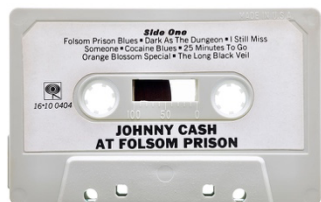
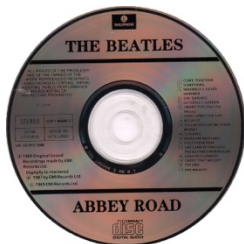
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# RIGHTS & MASTER USE LICENSE FOR SOUND RECORDING - FORM 4



If use recorded music from an artist's CD, MP3, iTunes, album, cassette, or electronic file in your episode, fill out this form.



**For guidance on how to complete this form, see Instructions for Using Music in Your Episode, Section 2.**

Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)

Show Title: \_\_\_\_\_ (“Show”)

Recording Title: \_\_\_\_\_ (“Master”)

Show Producer Name(s): \_\_\_\_\_ (“Show Producer”)

Master Rights Owner Name: \_\_\_\_\_ (“Copyright Owner”)

Additional Master Rights Name(s): \_\_\_\_\_

*Note: All co-owners must sign a separate copy of this agreement*

For good and valuable consideration, the receipt of which is hereby acknowledged, Copyright Owner hereby grants Show Producer a gratis, nonexclusive, perpetual license throughout the world to **record and synchronize the Master in the Show**. This license shall extend to the broadcast and distribution of the Show and marketing materials via Public, Education and Government television stations (“PEG” stations), Nashville Education, Community and Arts Television (“NECAT”), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT now or in the future).

Copyright Owner hereby warrants and represents that Copyright Owner has the full right, power, and authority to enter into and grant all rights set forth in this Agreement. This Agreement embodies all representations, terms and conditions of the parties’ agreement. Copyright Owner agrees to sign any and all other documents which may be required to give Show Producer, PEG stations, NECAT and their successors, sublicensees and assigns their respective rights under this Agreement.

Copyright Owner indemnifies and holds Show Producer, PEG stations, NECAT, and their successors, sublicensees and assigns harmless with regard to any right, representation, acknowledgement, or warranty described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing signed by all of the parties hereto. This Agreement and all amendments or modifications shall be governed by and interpreted in

accordance with the law of the State of Tennessee and all parties submit to the jurisdiction of the state and/or federal courts in Nashville, Tennessee. The invalidity of any provision of this Agreement shall be limited to that provision and shall not affect the validity of the entire Agreement. This Agreement may be executed in separate, duly-executed, counterparts and via facsimile signature with the same force and effect as if the signatures were upon the same instrument. This Agreement shall bind the parties, their heirs, licensees, sublicensees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**COPYRIGHT OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

(phone and email)

**SHOW PRODUCER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# COPYRIGHT RELEASE - FORM 5

If you include video you do not own, book texts or images, visual art, scripts, screenplays, or other non-music copyrighted works in your episode, fill out this form.



Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)

Show Title: \_\_\_\_\_ (“Show”)

Title of Copyright Work: \_\_\_\_\_ (“Work”)

Description of Copyrighted Work: \_\_\_\_\_

Show Producer Name(s): \_\_\_\_\_ (“Show Producer”)

Copyright Owner Name: \_\_\_\_\_ (“Copyright Owner”)

Additional Copyright Owner Name(s): \_\_\_\_\_

*Note: All co-owners must sign a separate copy of this agreement*

For good and valuable consideration, the receipt of which is hereby acknowledged, Copyright Owner hereby grants Show Producer a gratis, nonexclusive, perpetual license throughout the world to record and use the Work in the Show. This license shall extend to the broadcast and distribution of the Show and marketing materials via Public, Education and Government television stations (“PEG” stations), Nashville Education, Community and Arts Television (“NECAT”), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT now or in the future).

Copyright Owner hereby warrants and represents that Copyright Owner has the full right, power, and authority to enter into and grant all rights set forth in this Agreement. This Agreement embodies all representations, terms and conditions of the parties’ agreement. Copyright Owner agrees to sign any and all other documents which may be required to give Show Producer, PEG stations, NECAT and their successors, sublicensees and assigns their respective rights under this Agreement.

Copyright Owner indemnifies and holds Show Producer, PEG stations, NECAT, and their successors, sublicensees and assigns harmless with regard to any right, representation, acknowledgement, or warranty described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing signed by all of the parties hereto. This Agreement and all amendments or modifications shall be governed by and interpreted in accordance with the law of the State of Tennessee and all parties submit to the jurisdiction of the state and/or federal courts in Nashville, Tennessee. The invalidity of any provision of this Agreement shall be limited to that provision and shall affect the validity of the entire Agreement. This Agreement may be executed in separate, duly-executed, counterparts and via facsimile signature with the same force and effect as if the signatures were upon the same instrument. This Agreement shall bind the parties, their heirs, licensees, sublicensees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

## COPYRIGHT OWNER

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Info: \_\_\_\_\_

(phone and email)

## SHOW PRODUCER

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_



# CUE SHEET - FORM 6

*IMPORTANT: If you were successful in getting a signed **Broadcast Rights & Synchronization License for Musical Composition/Song – Form 3**, either because you personally know the owners or because you negotiated this license from the publishers, then submit that to NECAT as proof of your music licensing instead of this Cue Sheet. If the owner(s) of all the rights to a musical composition/song grant you permission to use it via Form 3, there is no need to complete this Cue Sheet – Form 6.*



*Otherwise, you need this for every song in your episode.*

Song Title: \_\_\_\_\_

List all Composer(s) / Author(s)

*You can find who composed and wrote your song by searching these websites: ASCAP, BMI, SESAC, and Harry Fox.*

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List the Publisher affiliated with each Composer / Author

*Find the publisher(s) affiliated with each Composer / Author by searching for the title on these websites: ASCAP, BMI, SESAC, and Harry Fox. Contact your song's publisher to determine to whom you should send the following: Cue Sheet – Form 6, Payment Letter – Form 7, and payment.*

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Address and Contact information for each Publisher for this song. Attach page if necessary.

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How are you using this music?

Please enclose payment based on the rate for your use of this song.

Type of use.	Special reduced PEG channel rate for a Broadcast Rights & Synchronization License – Form 3 that grants you use for three years.	
1. Featured Song		
Music video, musical segment of an episode, or anything where music is the primary audio of the segment.	9.62 per song for three-year use	<input type="checkbox"/>
2. Concert Feature		
a. Full episode of live performances.	2.53 per minute for three-year-use	<input type="checkbox"/>
b. The only visual element is the performance of music.	2.53 per minute for three-year-use	<input type="checkbox"/>
3. Background Song		
Where there is dialogue over music.	4.18 per song for three-year-use	<input type="checkbox"/>
4. TV Series Theme Song		
a. Single episode or first episode of series.	4.18 per song per episode for three-year-use	<input type="checkbox"/>
b. Additional episodes of the same series.	1.66 per song per episode for three-year-use	<input type="checkbox"/>

# SAMPLE LETTER - FORM 7

You may want to include a letter like this with your payment to the owner when requesting permission to include use of a musical composition/song physically performed and sung by someone during your shoot (BROADCAST RIGHTS AND SYNCHRONIZATION LICENSE FOR A MUSICAL COMPOSITION SONG - Form 3).



Or in the event that you are granted permission to use a sound recording taken from an artist's CD, album, iTunes, or other electronic file (BROADCAST RIGHTS & MASTER USE LICENSE FOR SOUND RECORDING - FORM 4).

Date (mm/dd/yyyy): \_\_\_\_\_

Re: Notice and payment of Compulsory License

Dear \_\_\_\_\_;

Pursuant to compulsory statutory licensing provisions set forth in section 17 USCA 118(c)(3) and the rates established in 37 CFR 381.7, please find enclosed a cue sheet and payment in connection with the nondramatic use of a musical work as part of a noncommercial, educational broadcast entity. This use falls under 37 C.F.R. 381.7 (b)(ii) and is subject to such applicable compulsory statutory rates. This payment shall be in full satisfaction of the statutory term of three (3) years beginning on the date set forth above.

Song Title: \_\_\_\_\_

Composer(s): \_\_\_\_\_

Publisher(s): \_\_\_\_\_

Pro-rata share: NOTE if more than one publisher, rates will be pro-rated between the publishers.

Network: Nashville Education, Community, and Arts Television TV

Series name: \_\_\_\_\_

Sincerely,

*SIGNATURE*

Your Name

Your Mailing Address

# WHAT OTHER RELEASE FORMS DO I NEED BEYOND MUSIC?



*This document explains how to clear people, locations, visual art, book texts and images, and video footage that you did not personally create.*

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What forms do I need, besides music-related forms?

1. Everyone appearing in your show will need to sign an **Appearance Release - Form 1**.
2. For every location that you have footage from other than NECAT, you need to obtain a **Location Agreement - Form 2** signed by the owner of the Location.
3. You must have permission for all Copyrighted Works (created by someone other than you) contained in the show (for example, paintings, sculpture, photography, visual art, literature, recorded content from a News channel or other organization/other individual, or any video content created by people other than you. Please note, a work is subject to copyright protection whether or not it has been registered with the U.S. Copyright Office.

How do I get permission for these copyrighted video clips and art works?

- For these and all other copyrighted works that are not music, obtain a **General Copyright Release - Form 5** signed by the owner of the copyrighted work.
- If a General Copyright Release - Form 5 cannot be obtained, the copyrighted work cannot be included in your show for broadcast.

# BROADCAST AGREEMENT

Your legal commitment to Nashville Education, Community, and Arts Television.



Date (mm/dd/yyyy): \_\_\_\_\_ (“Effective Date”)

Show Title: \_\_\_\_\_ (“Show”)

Show Producer Name(s): \_\_\_\_\_ (“Producer/You”)

For good and valuable consideration, the receipt of which is hereby acknowledged, You hereby grant Nashville’s Education, Community and Arts Television (“NECAT”) a gratis (i.e. at no charge), nonexclusive, perpetual license throughout the world to broadcast and distribute the Show and marketing materials derived from the Show via NECAT, Public, Education and Government television stations (“PEG” stations), affiliated websites, streaming media, and social media accounts (this shall include all methods of broadcasting and all marketing outlets utilized by NECAT and PEG stations now or in the future). This Broadcast Agreement may be terminated in writing by either party upon thirty (30) days written notice to the other party, and may be terminated by NECAT for cause, including but not limited to fraud or repeated violations of the representation and warranty.

**Consideration:** Producer hereby acknowledges that they shall receive valuable consideration in the form of the public broadcast of the Show by NECAT.

**Delivery:** Producer shall deliver to NECAT, at 120 White Bridge Road #46, Nashville, Tennessee 37209, one DVD copy or a digital file via FTP site of the Show for broadcast consideration. At its sole and absolute discretion, NECAT may opt to schedule the Show for broadcast, in accordance with the Channel Scheduling Timeline for the specific channel in question (arts channel, education channel, or access channel).

**Representations & Acknowledgements:** Producer acknowledges, warrants and represents that Producer is entirely responsible for (a) all expenses and costs of creating the Show and licensing any intellectual property contained in Show; (b) bringing the Show into a form that is immediately ready for broadcast by NECAT; (c) securing all licenses, releases, clearances and other rights as may be required for inclusion of any copyrighted content or other intellectual property in the Show, including, but not limited to: Music Licenses, Trademark Licenses, Copyright Licenses, Appearance Releases; and Location Releases.

Producer represents and warrants that: (a) there is no legal, contractual, or other impediment to the lawful and free broadcast of the Show, that Producer will comply with all Federal, State and Local Laws and Regulations concerning the creation of the Show; (b) Producer has made no contract or commitment and has granted no license or other agreement in conflict with the terms hereof; (c) Producer has or will obtain, at its sole cost and expense, all rights necessary to enter into this Agreement and to permit the exercise by NECAT of the rights herein; (d) the Show contains no defamatory statements and in no way infringes upon or violates any copyright, trademark, publicity right, intellectual property right, or any proprietary rights of any third parties; (e) the Show shall not, in whole or in part, depict, demonstrate or discuss products, services or businesses with the intent or substantial effect of monetarily benefiting an individual, organization, agency or business; (f) Producer shall not produce and submit Show that contains commercial content (for example: discussion of products with an intent to encourage sales, identification of prices, direct calls to action, etc.); and (g) the Show follows all NECAT rules listed in the NECAT document titled How To Get Your Show Approved.

Producer acknowledges that NECAT may seek underwriting and/or sponsorship for any and all programming, and that Producer is not entitled to any proceeds from said underwriting or sponsorship.

Producer believes and hereby represents to NECAT that the Show meets the above criteria. Should NECAT determine, in its sole discretion, that the Show does not meet the above criteria, NECAT shall have the right to decline to broadcast or promote the same, in its sole discretion. NECAT's decision in these matters is final. NECAT is hereby granted the authority to remove or require edits to the Show for broadcast, as needed, to meet its criteria.

**Indemnification:** Producer agrees to indemnify NECAT for any and all legal expenses, damages, sanctions and/or other expenses, including attorney fees, incurred as result of any challenge, suit or action, which is based on the alleged non-permitted, illegal and/ or unauthorized use of any material contained in Producer's Show or any breach or alleged breach of the warranties set forth in this Agreement. Producer acknowledges that NECAT may be used only for noncommercial projects to be distributed initially through NECAT. After the project is distributed through NECAT, Producer has full rights to use the project for any other purposes.

**Copyright:** NECAT acknowledges that the copyright ownership of the Show produced with NECAT facilities and/or broadcast by NECAT belongs to Producer.

**Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and amount the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

**Notices:** All notices, statements and/or requests for approvals ("Notices") that either Party hereto is required or may desire to give to the other shall be given in writing by addressing the same to the other at the addresses set forth herein, or at such other address as may be designated, in writing, by any such Party in a Notice to the other. Notices shall be by either personal delivery, overnight courier, (Fed Ex, etc.) or by first class registered mail, return receipt requested, postage prepaid, deposited in the United States Mail. Said notice shall be deemed served and received on the date executed on a receipt of acceptance or if by personal delivery, upon physical delivery of the same. The Parties acknowledge and agree that although they may communicate with each other through e-mail, fax, telex or telegram, these modes shall not be considered legal notice for the purposes of this Agreement.

**Governing Law:** All questions with respect to the construction of this Agreement, and the right and liabilities of the parties hereto, shall be governed by the laws of the State of Tennessee. The parties also agree that the venue for this Agreement shall be in the County of Davidson. The parties expressly waive any claim to jurisdiction in any federal or other state forum or venue in any other county or place.

**Successors and Assigns:** Subject to the restrictions against assignment as herein contained, this Agreement shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in interest, personal representatives, their past and present attorneys, principals, employees, independent contractors, officers, directors, shareholders, parents, issue, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties hereto.

**Modification, Severability & Waiver:** This Agreement may not be altered, modified, or changed in any manner except by a writing executed by the party against whom it is to be enforced. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart. The Parties may execute this Agreement by way of fax and/or electronic means and such signatures shall be treated as original signatures for all purposes.

**IN WITNESS WHEREOF** the parties have set their hands on this as of the Effective Date.

**NECAT:**

**PRODUCER:**

\_\_\_\_\_

\_\_\_\_\_

NECAT Manager Signature

Producer Signature

**PRODUCER INFORMATION**

Producer Name (please print): \_\_\_\_\_

Email Address: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_