



Orchestra Opt-In Summary

This is an overview of the Tresona agreement for Orchestras

- Opt-In date 1/1/2018 – This is the initial date this Agreement is being offered.
- Effective Date – This is the date the Orchestra executes this Agreement.
- For Orchestras:
 - a. Orchestras must provide a full list of any unlicensed charts in their possession.
 - i. An unlicensed chart is, by definition, a chart that has not been licensed, in writing, by the rights holder.
 - ii. Orchestra must provide names and contact information of the arrangers who created each chart in their possession.
 - iii. This list can be in any valid document format (xls, pdf, etc.)
 - iv. Only songs on this list will be covered under the terms of this deal. Undisclosed charts are not included in any settlement terms listed below.
 - v. Any previously arranged charts created by the Orchestras, or commissioned by the Orchestras, will need to be licensed, and rented, before they are to be performed again.
 - 1. This Licensing Process includes:
 - a. Arrangers signing Work For Hire Or Assignment Agreements
 - b. PDF copies of score and parts uploaded into the Tresona Licensing Exchange.
 - vi. Charts that are not going to be performed again do not need to be licensed or uploaded into the Tresona system.
 - b. Any newly created chart by the orchestra must have a custom arrangement license and all applicable rental fees paid.
 - i. This takes into account any chart created from the “Opt-In” Date.
 - c. Orchestras are required to submit a list of all performances using either their own commissioned charts, or Packager charts for the previous three years from the Opt-In date through today (1/1/15-)
 - d. Orchestras will be required to get proof of valid licensing and rental agreements from any 3rd party (i.e. a third party is anyone who is supplying charts to the Orchestra for the Orchestra to use in a live performance) hired by the Orchestra



- i. Proof of licensing from the packagers needs to be actual licenses in written form from either the music publisher or their agent. For sake of clarity – orchestras cannot ‘take a packager’s word for it’.
 - ii. If a packager cannot provide proof of licensing, then an orchestra cannot use those charts without first securing both the custom arrangement licenses and valid rental agreements themselves.
- e. Term - Term of the opt-in agreement will be an initial 3 years with rolling 3 year terms if the Orchestra does not terminate.
- f. Cure Period and Tolling Provision for Orchestras
 - i. There will be a cure period for disclosed shows/charts solely related to payment of the rental fee by the orchestras who opt-in to this agreement during the term.
 - ii. There is no cure period for copyright infringement involving the use of unlicensed charts after the Opt-In Date.
 - iii. For opt-in orchestras who violate terms of this agreement, this deal will have a “Tolling Provision” where Tresona will have the right to go back and address any previously unlicensed charts created by, or commissioned by, the orchestras from the ‘Opt-In Date’ looking back 5 years.
 - iv. For clarity - There will be a ‘window’ of a total of 8 years. Meaning that starting in 3 years, as long as the orchestra continues to participate in this agreement, then each subsequent year will take one year of the tolling off of the back. So in 8 years the orchestras will no longer be liable from Tresona for any of those past infringements for the songs on the uploaded ‘charts in possession’ list.
- g. As long as Orchestras remain compliant with the terms of this deal, Tresona will not bring any claims against Orchestra for copyright infringement on behalf of the music publishers that Tresona represents.
- h. Legal Costs
 - i. There is a small set of orchestras who Tresona has been in legal negotiations with previous to the drafting of this agreement. Those specific orchestras will have to cover Tresona’s legal costs for their specific situation.