



Packager Opt-In Summary

This is an overview of the Tresona agreement for Packagers

- 1) A “Packager” is anyone who supplies sheet music, orchestrations, or arrangements in any form of notation to an orchestra. For the sake of clarity, any one person and/or company who supplies the orchestra with charts to be used in a performance is considered a Packager.
- 2) Opt-In date 1/1/2018 – This is the beginning date that the Agreement is being offered to the Packager.
- 3) Effective Date – this is the date the Packager signs the Agreement.
- 4) Obligations of Packagers:
 - a. Packagers must provide a full list of any unlicensed charts they have created and/or any ‘Packages’ rented by the Packager
 - i. An unlicensed chart is, by definition, a chart that has not been licensed, in writing, by the rights holder.
 - b. Packagers must also list any charts that are being promoted on their site, or any orchestra site identifying an upcoming concert which will be utilizing charts supplied by Packager. For the sake of clarity, this includes charts that are supplied to Packager by other packagers.
 - c. Packagers must provide names and contact information of the arrangers who created each chart.
 - i. This includes any arrangers, if not the packager, who were commissioned to make any arrangements.
 - d. Packager will be responsible for the payment of licensing and release fees for the following charts:
 - i. Any Chart that was supplied by Packager to an Orchestra in the previous 3 years from the Opt-In date through the Effective Date.
 - ii. Any Chart that is being promoted or featured on the Packager’s website site or any orchestra site, even if that chart has not been performed in the past three years.
 1. Packager cannot promote an unlicensed chart.



- e. Release Fees will be equal to the license fee.
 - i. For example – if a license fee for a song is \$400, the release fee will be \$400.
 - ii. License Fees are due immediately; release fees can be paid at 0% interest over 2 years from Effective Date (date Packager signs the agreement).
 - f. The Licensing Process includes:
 - i. Arrangers signing Work For Hire Or Assignment Agreements
 - ii. PDF copies of score and parts uploaded into the Tresona Licensing Exchange.
 - g. Going forward, Packagers will be required to get any new chart licensed, and pay any rental fees for any chart performed from the Opt-In date forward.
- 5) As long as Packagers remain compliant with the terms of this deal, Tresona will not bring any claims against Packager for copyright infringement on behalf of the music publishers that Tresona represents.
- 6) There is a small set of Packagers who Tresona has been in legal negotiations with previous to the drafting of this agreement. Those specific Packagers will have to cover Tresona's legal costs for their specific situation.
- a. There will be no legal fees for any of the other opt-in packagers
- 7) Dates
- a. Packagers have until 5/15/2018 to opt into this agreement.
 - b. Packagers have 45 days from Effective Date to upload all relevant documents and get all previously created charts licensed.