

Dramatic Context Agency Appointment



This Agreement Is made on

_____ Date

Between

_____ Writer

_____ ABN

Of

_____ Address

And of

_____ **AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 of
16 Mountain St, Ultimo, New South Wales 2007 (APRA)**

AGREEMENTS

1. DEFINITIONS

In this agreement:

Adaptation has the same meaning as in the Copyright Act 1968;

Dramatic Context means in conjunction with

- (a) acting;
 - (b) costumes;
 - (c) scenic accessories;
 - (d) scripted dialogue or other dramatic effects;
- or as a ballet;

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music written expressly for it;

Gross Sums Paid for Admission means the total amount paid for admission to the Production, excluding booking fees charged by unrelated third parties, credit card charges, and government taxes, duties and charges;

Musical Works means musical and associated literary works owned or controlled by the Writer for Australia and New Zealand.

2. APPOINTMENT

The Writer appoints APRA as its non-exclusive agent to license the performance of the Musical Works in a dramatic context in Australia and New Zealand, subject to the terms contained in this agreement.

3. LICENCES

APRA must ensure that applications for a licence to perform Musical Works in a Dramatic Context identify the proposed production in sufficient detail, including the Musical Works to be performed and their respective durations, the venue and context of the performance, and the identity of the main performers.

4. APRA'S OBLIGATIONS

- 4.1 APRA must apply licence fees in accordance with its industry experience or as determined by the Copyright Tribunal. APRA will license dramatic context performances that are not of Excluded Works or at Excluded Venues in accordance with the rates set out in Part A of Schedule 4.
- 4.2 APRA must use its best endeavours to collect licence fees under licence agreements entered into in reliance on this agency appointment, and must allocate and distribute revenue collected in accordance with its prevailing Constitution and Distribution Rules.
- 4.3 APRA must obtain the prior written permission of the Writer before licensing performances where there is no box office.

5. TERMINATION

This appointment may be terminated by either party on 3 months' written notice, but termination will not affect any licence agreements already granted by APRA in reliance on this appointment.

SIGNED AS AN AGREEMENT

Signature of Writer

_____ Signature

_____ Date

_____ Name (Print)

For and on behalf of APRA by its
duly authorised officer

_____ Signature

_____ Date

Schedule 1

Licence Fees

The Licence Fees must be calculated as follows:

Part A
Music Use Percentage is the sum of the durations of the relevant Musical Works so as to be expressed as a percentage of the total duration of the Production.

In respect of the works marked A, the licence fee is an amount equal to the Relevant Percentage of the Gross Sums Paid for Admissions to the Production. The **Relevant Percentage** of Gross Sums Paid for Admission is determined by relating the Music Use Percentage (column 1) to the corresponding Relevant Percentage (column 2):

COLUMN 1	COLUMN 2
MUSIC USE PERCENTAGE	RELEVANT PERCENTAGE
Less than 5%	0.165% (0.15% + GST)
5% or more but less than 10%	0.275% (0.25% + GST)
10% or more but less than 15%	0.55% (0.50% + GST)
15% or more but less than 25%	0.825% (0.75% + GST)
25% or more but less than 35%	1.10% (1.00% + GST)
35% or more but less than 40%	1.65% (1.50% + GST)
40% or more but less than 45%	2.20% (2.00% + GST)
45% or more but less than 50%	2.75% (2.50% + GST)
50% or more but less than 55%	3.30% (3.00% + GST)
55% or more but less than 60%	4.40% (4.00% + GST)
60% or more but less than 65%	4.95% (4.50% + GST)
65% or more but less than 70%	5.50% (5.00% + GST)
70% or more but less than 80%	6.05% (5.50% + GST)
80% or more	6.60% (6.00% + GST)

LICENCE FEES ARE SUBJECT TO A MINIMUM AMOUNT OF \$55.00 (\$50.00 + \$5.00 GST)

Part B
In the instance that a production does not generate a box office, a lump sum as specified by the Copyright Owner will apply.