



### **What does the ASCAP Radio License give you?**

- Access to every genre of music you need to attract and entertain your listeners.
- The immediate right to perform great new music written or published by our more than 400,000 members.
- Access to perform music in the repertoires of similar foreign performing rights organizations in nearly every country around the world where copyright law exists.
- The right to perform music in commercials and jingles.
- **An indemnity** if a claim for infringement is made against you, your staff or your advertisers based on the performance of our member's works.

### **What doesn't the ASCAP Radio License do?**

- The ASCAP radio license does not provide the right to authorize retransmissions of broadcasts of ASCAP music over loudspeakers in stores, restaurants or other locations open to the public, or by means of music-on-hold systems.
- The ASCAP license does not provide the right to record copyrighted music, or change the lyric of a copyrighted work and use it in a commercial jingle or station promotion. These are known as "mechanical" or "recording" and "synchronization" rights and you should deal directly with the copyright owners for permission to record music or change a song. We can provide you with contact information for our publisher members, and you may also want to contact the Harry Fox Agency at (212) 834-0100.

### **How are license fees for radio stations determined?**

- ASCAP's license fees for radio are the product of negotiations between ASCAP and prominent radio broadcasters, principally members of an industry-wide committee, the Radio Music License Committee (RMLC). All of the RMLC members are broadcasters, and represent the entire spectrum of the radio industry. While a court is available to determine fees if necessary, over the years ASCAP and the committee have always been able to agree on license fees and terms.

### **What is the term of the radio license?**

- The current license agreements negotiated between ASCAP and the RMLC and approved by the federal court in New York cover the period January 1, 2010 through December 31, 2016.

## **What are the principal elements of the new radio agreement?**

- The agreement reached between ASCAP and the RMLCI ended the previously pending federal Rate Court litigation; provides for a return to a revenue-based fee structure; and expands the scope of the ASCAP license to accommodate the radio industry's evolving distribution platforms: Internet websites, smart phones, and other wireless devices ("new media uses"), and HD/Multicasting radio channels.
- The agreement provides that interim fees paid during 2010 and 2011 are now final, subject to \$75 million in credits attributable to those years. These credits will be allocated to stations in annual \$15 million installments from 2012 through 2016. For the years 2012 through 2016, stations electing to operate under a blanket license will pay 1.7% of gross revenue less a standard deduction of 12% for terrestrial analog and HD/multicasting broadcasts and a 25% standard deduction for new media uses. Stations operating under a per program, or "program period," license and that have no performances of feature ASCAP music will pay a fee of 0.2958% of gross revenue less the same standard deductions. Supplemental fees for program-period stations will be consistent with those required under the 2004-2009 license agreement.

## **If my radio station is licensed under this agreement, how will I report my 2012 license fees in 2013?**

- Your annual license fee reports must be submitted electronically; ASCAP and the RMLC are working together to provide stations with a simple method of reporting that will be available to all licensed stations in 2013.

## **How will I account for new media uses?**

- If all of your revenue from new media uses is accounted for in your station's books and records, your radio station license fee will be calculated in accordance with the terms of the new ASCAP 2010 Radio Station License Agreement; otherwise, you should employ our new ASCAP 2010 Radio Group License Agreement.