



NOTICE UNDER WISCONSIN ACT
RELATING TO REGULATION OF PERFORMING RIGHTS SOCIETIES

Broadcast Music, Inc. (BMI) is a performing rights organization that licenses the non-dramatic public performance of musical works on behalf of copyright owners pursuant to the United States Copyright Law.

As the proprietor of a business in the State of Wisconsin where music is publicly performed, you are required to obtain authorization from the copyright owners of that music in order for your performances to be legal. BMI represents more than 1.2 million songwriters, composers and music publishers ("affiliates") and over 18.7 million musical works. For a single annual fee, a BMI Music Performance Agreement will authorize you to legally perform at your place of business all of the musical works in the BMI repertoire created and owned by our affiliates, and you will avoid the necessity of having to contact each one individually to obtain permission.

Under an Act of the State of Wisconsin Relating to Regulation of Performing Rights Societies (Wisconsin Statutes §100.206), you are entitled to the following information before entering into a Music Performance Agreement with BMI:

1. BMI has filed within the last twelve months for public inspection with the Department of Agriculture, Trade and Consumer Protection in Madison (i) a certified copy of each form of music performance license agreement which is used to enter into contracts with Wisconsin proprietors, (ii) the most current available list of our affiliates and (iii) the most current available list of the musical works licensed by BMI.

2. A copy of the material filed with the Department is available for purchase from BMI. If you wish to obtain any of the information specified above, please remit your check or money order in the indicated amount payable to BMI at the address below, with a letter specifying which information you desire. The cost of the documents is as follows (all prices include shipping and handling):

(a) For a copy of all filed license agreements, \$15;

(b) For a printed list of BMI affiliates, \$10;

(c) For a list of the works in the BMI repertoire:

Printed, 19 volumes, \$1,200

CD-ROM version, 1 disk, \$25

For the most current information about any affiliate or work listed in print or on CD-ROM, you should access the [bmi.com](http://www.bmi.com) Repertoire section of our Internet domain on the World Wide Web at <http://www.bmi.com> or call us at (800) 800-9313.

3. Upon your request, BMI will make available to you information as to whether specific musical works are licensed by BMI. You can telephone our Research & Information Dept. toll-free with up to 15 inquiries per call at (800) 800-9313. You can also obtain the information by searching the Repertoire section of [bmi.com](http://www.bmi.com), by writing to BMI at 7 World Trade Center, 250 Greenwich Street, New York, NY 10007-0030, Attn: R & I Dept., or by sending us e-mail at research@bmi.com.

4. The Music Performance Agreement which BMI has offered you is standard throughout the United States for your class and category of music use. BMI complies with all applicable federal laws and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties to be paid by proprietors or that relate to the circumstances or methods under which licenses are offered to any proprietor.

If you have any questions about the Music Performance Agreement, please call us at the toll-free number which appears on the enclosed letter. If you have questions about any song title or affiliate listing that you locate in print or on our Internet domain, please call (800) 800-9313. We will be happy to assist you.

BROADCAST MUSIC, INC.

Attn: Marketing/Fulfillment

10 Music Square East

Nashville, Tennessee 37203

Wisconsin
LL-17/03-31



Music License for Health Care -Multiple Use License-

1. DEFINITIONS

- (a) **"Licensed Premises"** shall mean all locations operated and owned or leased by LICENSEE or LICENSEE's subsidiaries which operate as health care facilities for the treatment of illness or provision of custodial care which have full-service professional staffs such as hospitals, nursing homes, ambulatory care centers, assisted care centers and clinics. In all cases, the term "Licensed Premises" shall specifically exclude (1) doctors, dentists or other professional offices not located within a health care facility, and (2) any location, other than Licensed Premises, which is used by LICENSEE for a trade show, convention or exposition.
- (b) **"Subsidiary"** shall mean an entity wholly-owned by LICENSEE for which payment of license fees and reports are made by LICENSEE.

2. BMI GRANT

- (a) BMI grants to LICENSEE a non-exclusive license to publicly perform or allow to be publicly performed at the Licensed Premises all musical works of which BMI shall have the right to grant public performance licenses during the Term of this Agreement. This grant of rights includes but is not limited to music performed: (i) in rehabilitation areas; (ii) in television and radio programming received by LICENSEE on the Licensed Premises; (iii) in audio-visual presentations; (iv) as recorded background music or live music; (v) over teleconferencing at the Licensed Premises; (vi) over telephones in the form of music-on-hold; or (vii) in-room music on demand, movies on demand or interactive games which the LICENSEE provides to patients or staff without charge to the patients or staff, and which is received in patient rooms, waiting rooms or staff lounges.
- (b) This license does not include: (i) the right to present musical works in any way which may be a use of the "grand rights"; (ii) the right to broadcast, telecast, cablecast or otherwise transmit the performances outside of the Licensed Premises, except to the extent that music on telephone hold lines originating at a Licensed Premises is audible at remote locations on telephone lines as part of "music-on-hold"; (iii) performances of music by a jukebox; or (iv) any performance of music by interactive software or interactive games, for which there is a direct charge to the patient(s) or staff member(s), whether (1) delivered by media such as CD-ROM, CD-I, diskette or cartridge, (2) delivered by on-line service such as interactive cable, interactive TV, computer network, telephone or satellite, or (3) rendered by multimedia hardware such as computer or computer-driven handheld devices.
- (c) BMI may withdraw from this license the right to perform any musical work as to which a legal action has been brought or a claim made that BMI does not have the right to license the work or that the work infringes another work.

3. INDEMNITY BY BMI

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to the musical works which are licensed by BMI at the time of LICENSEE's performance. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

4. BREACH OR DEFAULT/WAIVER

Upon any breach or default of the terms and conditions of this Agreement, BMI shall have the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues for thirty (30) days after the date of BMI's written notice to LICENSEE thereof. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be a waiver of the right to require full and complete performance of this Agreement thereafter, or of the right to cancel this Agreement in accordance with the terms of this Paragraph.

5. ARBITRATION

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement, not subject to the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) are to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

6. NOTICES

All notices, if any, under this Agreement will be in writing and deemed given upon "mailing," when sent by ordinary first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party may designate. Any such notices sent to BMI shall be to the attention of the Vice President, General Licensing Department at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may advise BMI in writing.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel this Agreement along with the simultaneous cancellation of the agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. OFFER OF COMPARABLE AGREEMENT

In the event that BMI, at any time during the Term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

9. FEES

(a) LICENSEE agrees to pay BMI license fees for each contract year of this Agreement as follows:

- (i) If LICENSEE operates a facility primarily for in-patient treatment, the license fee based upon the per bed fee outlined in Category 1 of the License Fee Schedule.
- (ii) If LICENSEE operates a facility primarily providing ambulatory care at a freestanding facility, the per facility license fee outlined in Category 2 of the License Fee Schedule.

2021-2022 LICENSE FEE SCHEDULE	
Category 1 Annual Fee Per Bed	Category 2 Annual Fee Per Facility
\$5.06	\$518.00

(b) LICENSEE agrees to pay to BMI for each contract year an estimated license fee as an advance of the actual license fee.

(c) For the first contract year, LICENSEE estimates that:

For Category 1 LICENSEEs, the highest number of beds licensed hereunder will be 82 and the estimated license fee (# of beds x \$5.06) will be \$414.92.

For Category 2 LICENSEEs, the number of facilities licensed hereunder will be 0 and the estimated license fee (# of facilities x \$518.00) will be \$0.00.

The total estimated license fee for your in-patient treatment or ambulatory care, or both, will be \$518.00.

The annual fee for the first contract year is due within thirty (30) days of LICENSEE's signing this Agreement.

- (d) Notwithstanding Paragraph 9(b), there shall be a minimum annual license fee of \$518.00 .
- (e) The estimated license fee for all subsequent contract years will be the actual fee for the previous contract year and will be due and payable no later than 30 days after the beginning of each contract year.
- (f) The license fees outlined in the License Fee Schedule and the minimum annual license fee outlined in Paragraph 9(c) for subsequent contract years will be adjusted in accordance with the increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding August and the next preceding August, rounded to the nearest dollar.

10. REPORTING

- (a) At the same time as the payments outlined in Paragraph 9 are due, LICENSEE agrees to furnish BMI (on forms available from BMI) with a report, certified either by an officer or auditor, setting forth any information regarding the subject matter of this Agreement which BMI may reasonably require, including, without limitation:
 - (i) the highest number of beds for the year reported, including Subsidiaries (if applicable).
 - (ii) the name and address of each Subsidiary for which a fee is paid, and the highest number of beds of that Subsidiary.
 - (iii) the name and address of each ambulatory care facility.
- (b) If, after processing the annual report, the actual fee is greater than the license fee already paid by LICENSEE for the contract year, LICENSEE agrees to pay BMI the difference within thirty (30) days of the mailing by BMI to LICENSEE of an adjusted statement.
- (c) If, after processing the annual report, the actual fee is less than the license fee already paid by LICENSEE to BMI for the contract year, BMI agrees to credit the difference between the actual and estimated license fees to LICENSEE's account, and if such adjustment occurs in the last contract year of the Agreement, BMI shall refund said sum to LICENSEE promptly.
- (d) In the event that LICENSEE utilizes an independent programming provider, or otherwise maintains or has access to music use information, LICENSEE shall provide quarterly music use reports concerning the musical works performed at each Licensed Premises. Such music use reports shall identify each musical composition performed by the title, artist, composer/writer, publisher and record label, if reasonably available.

11. LATE PAYMENT CHARGE

BMI may impose a late payment charge of one and one-half percent (1 1/2%) per month from the date any payment is due hereunder on any payment that is received by BMI more than one month after the due date.

12. STATE OR LOCAL TAX

In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from LICENSEE, LICENSEE agrees to pay to BMI the full amount of such tax together with license fee payment(s) as invoiced by BMI; provided, however, that BMI shall make reasonable efforts to be exempted or excused from paying such tax, and BMI is permitted by law to pass through such tax to LICENSEE.

13. OKLAHOMA RATE CHANGE NOTICE

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

14. COLORADO 3 BUSINESS DAY REVIEW

LICENSEE shall have the right to rescind the Agreement for a period of three (3) business days after the execution of the Agreement.

Name and address of each Subsidiary in-patient treatment facility or ambulatory care facility for which a fee is paid and highest number of beds at each in-patient treatment facility.

TOTAL AMBULATORY CARE FACILITIES

82

ENTER TOTAL HERE AND
ON PAGE 2 IN SPACE
PROVIDED

15. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE are not assignable. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. The fact that any provisions contained herein are found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

16. TERM OF AGREEMENT

The initial Term of this Agreement shall begin on the first day of (month/year) January, 2022 and end on the last day of (month/year) December, 2022 and shall continue thereafter for additional Terms of one (1) year each unless cancelled by either party as of the end of the initial Term or any subsequent one (1) year Term (herein sometimes referred to as a "Contract Year") upon thirty (30) days advance written notice to the other party.

AGREEMENT

THIS AGREEMENT made and entered into on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a corporation with principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030, herein referred to as BMI, **and the entity described below and herein referred to as LICENSEE.**

LEGAL NAME	LICENSED PREMISES		
(Name of Individual, Corporation, LLC, LLP, Partnership, or Government Entity, etc.)	1051 Clark St (Street Address)		
TRADE NAME	Reedsburg	WI	53959
Sauk County Health Care Center (Doing business under the name of)	(City)	(State)	(Zip)
PLEASE COMPLETE LEGAL INFORMATION BELOW	(608) 524-7500	(Phone 2)	
Legal Structure _____ (Individual, Corporation, LLC, LLP, Partnership, Government Entity or Other)	Emily Greenwood	(Contact Name)	
State of Incorporation _____ Federal Tax ID No. _____	emily.greenwood@saukcountywi.gov	(Title)	
Partners' Names (If Partnership)	(Email Address)	(Web Address)	
1. _____	MAILING ADDRESS		
2. _____	(if different from Licensed Premises)		
3. _____	1051 Clark St		
IF LEGAL STRUCTURE IS A GOVERNMENT ENTITY, PLEASE INDICATE BELOW	(Street Address)		
Local, State, or Federal _____	Reedsburg	WI	53959
Municipality Name _____ (City/State)	(City)	(State)	(Zip)
	Emily Greenwood	(Contact Name)	
	(608) 524-7501	(Title)	
	(Contact Phone)	(Contact Phone 2)	
	emily.greenwood@saukcountywi.gov		
	(Email Address – if different from above)		
TO BE COMPLETED BY LICENSEE	FOR ADMINISTRATIVE USE ONLY		
By signing this Agreement, you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.	TO BE COMPLETED BY BMI		
Signature	BROADCAST MUSIC INC.		
Print Name / Title			
Signatory Email Address (if different from above)			
Please Sign & Return this <u>Entire</u> License Agreement & Payment to: BMI, Licensing Dept 10 Music Square E., Nashville, TN 37203 Or Online at www.bmi.com/licensing	FOR BMI USE ONLY	36H	LI-2019/JUL
	61118135		
	Customer Number		