

## LICENSE AGREEMENT FOR CHAMPIONSHIP SERIES

### MARCHING BAND SHOWS BY GARY P GILROY PUBLICATIONS, INC.

The contents of the following licensing agreement are intended to facilitate a mutual effort between Gary P Gilroy Publications and Licensees to maintain exclusive Performance Rights Licenses for specific dates and locations of Marching Band Competitions. In summary, the Licensees acknowledge that **every performance** at a Marching Band Competition must be explicitly licensed by Gary P Gilroy Publications, and all updates and requests for additional licensing may be granted, pending verification that no other licenses of the Marching Band Show have been granted at the requested Marching Band Competition.

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This licensing agreement ("Agreement") is made and entered into effective as of Jan 4, 2019 by and between **Gary P. Gilroy Publications, Inc. ("GPG")**, with offices located at 720 Robb Drive, STE 109, Reno, Nevada 89523 and Bordentown Regional Hs (Mike Montalto), located at 318 Ward Ave., Bordentown, NJ

WHEREAS, GPG creates original marching band shows ("MBS") that are comprised of original music compositions and drill designs and color guard designs that are protected by US Copyright laws, and;

WHEREAS, GPG is willing to issue licenses for the rental of their original music compositions, drill design, color guard and band visual choreography, and performance licenses pursuant to the terms and conditions in this Agreement and all Exhibits annexed hereto which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions**

- a. **"Copyright Use Licenses"** shall mean Marching Band Sheet Music Rental Licenses, Drill Design, Notation Rental Licenses, Color Guard and Band Visual Choreography Rental Licenses and Performance Rights Licenses.
- b. **"Composition"** shall mean a musical composition originally written or arranged by a composer where the **copyright is owned by GPG**.
- c. **"Marching Band Show (MBS)"** refers to the copyrighted music, drill design, and color guard design notation that as a whole, or in part is contained within the copyrighted marching band show licensed by GPG.
- d. **"Marching Band Competitions"** shall mean a gathering of marching bands where the performance of the MBS is adjudicated by a judge or judges where the performance will be graded and the results will be made public to the participants.
- e. **"Contest Performances"** for the purposes of this Agreement shall refer to performances of the MBS during Marching Band Competitions.
- f. **"Performance Right(s) License"** shall mean the license that enables the Licensee to perform the MBS in public and is defined by a finite set of Contest Performances listed in Exhibit B of this Agreement, as well as an unlimited number of Public performances within the Term of this Agreement.
- g. **"Public Performance(s)"** shall mean the musical performances of the MBS by the Licensee that occur in front of the general public, without regard to whether the performance occurs in front of a paying audience or a non-paying audience. A Contest Performance shall not be considered a public performance for the purpose of this Agreement.
- h. **"Sheet Music Rental License"** shall mean the license that governs the rental of the sheet music of the Compositions that are contained within the MBS.
- i. **"Drill Design Notation Rental License"** shall mean the license that governs the rental of the drill design that has been written to accompany the MBS.
- j. **"Color Guard and Band Visual Choreography Rental License"** shall mean the license that governs the rental of the color guard and band visual choreography that has been written to accompany the MBS.
- k. **"Synchronization License(s)"** shall mean the license to reproduce, and distribute a musical composition in audiovisual recordings such as videos, DVDs, and digital downloads.

2. **Scope.**

a. **Grant of Rights.**

- i. Subject to the terms and conditions of this Agreement and all Exhibits, GPG hereby grants to Licensee the exclusive, non-transferable right to rent the sheet music, drill design, and color guard design notation of the MBS listed in Exhibit A of this Agreement for a time period specified in the term listed in this Agreement in Paragraph 3.
- ii. GPG also grants to Licensee **Permission to Arrange** the Composition to better fit the specific needs of instrumentation and ability levels of Licensee.
- iii. GPG also grants to Licensee exclusive **Performance License** to perform the MBS in the finite set of Contest Performances contained in Exhibit B of this Agreement. Contest Performances of the MBS that are not by contained in Exhibit B of this Agreement exceed the Grant of Rights of the license being granted to the Licensee and infringes the Copyrights in the MBS owned by GPG.
- iv. GPG also grants to Licensee unlimited **Performance License** to perform the MBS in Public Performances during the term of this Agreement.
- v. GPG grants the Licensee **Mechanical and Synchronization Licenses** that allow the Licensee to make audio or video recordings in the form of CDs, DVDs and digital downloads for the use of the Licensee for instructional use only or for sales by the Licensee for the CDs, DVDs and digital downloads to be used by the purchaser for home use only. The sale of CDs, DVDs and digital downloads by a third-party entity or commercial broadcast of the Licensee performing the MBS requires a separate Mechanical or Synchronization License that is not granted within the Grant of Rights of this Agreement.
- vi. Amendments and Changes to Exhibit B.
  1. GPG grants exclusive Performance License of their MBS to Licensees for the purpose of Contest Performances. This is to insure that no two Licensees perform at the same Marching Band Competition with the same MBS, which causes harm to the business reputation and business interests of GPG, as well as to the other Licensees who believe they have exclusivity.
  2. The Licensee may request permission to perform in additional Marching Band Competitions from GPG. Requests by the Licensee for changes to Contest Performances in Exhibit B that occur after this Agreement has been executed must be **in writing and emailed to GPG or submitted via the appropriate form at [www.gpgmusic.com](http://www.gpgmusic.com). If the Licensee does not receive written or electronic confirmation from GPG granting the permission, then there is no permission for the Licensee to perform at the Marching Band Competition(s) not listed in Exhibit B, and the request for additional Performance License is denied.**

- b. **Reservation of Rights.** All rights not expressly granted herein are reserved to GPG. Except as specifically stated herein, the rights granted under this Agreement do not include any other rights, including without limitation, any rights to use a Composition contained within a MBS for or in connection with a marketing campaign, product tie-in, or other promotional activity which might directly or indirectly imply GPG sponsorship or endorsement of any product or service, including without limitation, the service as set forth in this Agreement. This Agreement does not grant any right to use the name, signature, voice, likeness, biographical materials or other information concerning the composer of any GPG Composition.

3. **Payment for Copyright Use Licenses**

- a. Payment. Licensee agrees to pay GPG the sum of     \$1,918.82

4. **Term**

- a. **Term.** The term of all sheet music rental licenses, drill design licenses, and color guard and band visual choreography licenses shall commence on the Effective Date and shall expire on January 15, 2020. The Performance Right License will be granted for the Performances listed in Exhibit B of this Agreement as well as any/all non-competitive Performances.

5. **Representations and Warranties.**

- a. **Mutual.** Each party hereto represents, warrants and covenants to the other party the following: (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) when fully executed by the parties hereto, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iii) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

6. **Notices.** Unless otherwise explicitly stated in the Agreement, any notice, consent, approval, demand, or other communication to be given to Licensee or to GPG shall be sent to Licensee or GPG, as the case may be, at the address referenced below. Any notice, consent, approval, demand, and/or other communication hereunder shall be hand delivered or sent by certified mail, return receipt requested, or via over-night delivery services. Any notice shall be deemed complete the date of receipt, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, and (b) air express or courier (e.g., UPS, FedEx, etc.) materials shall be deemed served on the day of delivery to the recipient.

TO: LICENSEE

Customer Name:	Mike Montalto
School Name:	Bordentown Regional Hs
School Address:	318 Ward Ave.
School City/State/Zip:	Bordentown, NJ 08505
Email:	mmontalto@bordentown.k12.nj.us

TO: GARY P. GILROY PUBLICATIONS, INC.

Attention: Steve Martin  
720 Robb Drive, STE 109,  
Reno, Nevada 89523  
steve@gpgmusic.com

7. **No Partnership.** Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.
8. **Miscellaneous.** No change, modification, waiver or termination of this agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this Agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Sections in this Agreement are included for convenience only and shall not affect the interpretation of any provision.
9. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEVADA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEVADA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEVADA LAW). ONLY THE NEVADA COURTS (STATE AND FEDERAL) SHALL HAVE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS ONLY. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.
10. **Press Release.** No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, to any terms and conditions of this Agreement, or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).
11. **Assignment.** GPG may assign its rights and obligations hereunder to an affiliate company or to a third party purchaser of all or substantially all of GPG's assets without Licensee's prior written approval. Any purported assignment outside of the foregoing shall be deemed null and void *ab initio* and without force or effect. Licensee may not assign this Agreement or the Grant of Rights in this Agreement to any other third party without the consent of GPG.
12. **Authority to Bind.** Each party for itself represents and warrants that it is authorized to execute this Agreement, and to do so through the individual signing on its behalf.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

EXHIBIT A

FULL DESCRIPTION OF MARCHING BAND SHOW AND PRODUCTS RENTED BY LICENSEE

Show Title: **Tarot - Standard Instrumentation - \$1,895.00**

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EXHIBIT B

**FULL LISTING OF ALL EVENTS FOR WHICH LICENSEE IS BEING GRANTED A CONTEST PERFORMANCE  
LICENSE OF THE MBS.**

The Licensee shall provide the complete information of each Contest Performance where Licensee will be performing prior to purchase by completing all fields in the form. Contest Performance exclusivity is only guaranteed once this Agreement is signed by both Licensee and GPG. This will allow *GPG* to track each Licensee at all Marching Band Competitions to assure the exclusive use by Licensee of the MBS.

Licensee acknowledges that all MBS are licensed on a first come, first serve basis. GPG reserves the right to sell any and all MBS as defined herein in Exhibit A of this Agreement to other Licensees for Contest Performances at Marching Band Competitions not specifically listed in this Exhibit B.

Exclusivity is not available to the Licensee for Marching Band Competitions that require bracketed regional participation for advancement into other Marching Band Competitions.

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CONTEST SCHEDULE FOR TAROT - STANDARD INSTRUMENTATION:

<b>Contest</b>	<b>Venue</b>	<b>Location</b>	<b>Date</b>
Hamilton West HS	Hamilton West	Trenton, NJ 08610	Sep 21, 2019
Burlington City HS US Bands	Burlington City HS	Burlington, NJ 08016	Sep 28, 2019
US Bands NJ State Championships	Rowan University	Glassboro, NJ 08028	Oct 27, 2019
US Bands A Class Nationals	J Birney Crum Stadium	Allentown, PA 18104	Nov 3, 2019

The following signatures formalize this entire agreement between Licensee and GPG. Signatures acknowledge agreement with the terms and conditions stated herein.

AGREED AND ACCEPTED:

FOR: GPG

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Digitally Signed)

FOR: LICENSEE

Signature: Michael J Montalto

Date: Jan 4, 2019

(Digitally Signed)