

Agreement for the Fee Payable to Performers and Producers of Phonograms (Cafés, bars, restaurants, and other similar places appropriate for providing services to customers)								
Place and date of entering into the Agreement:								
The society "The Latvian Association of Performers and Producers" (hereinafter "LaIPA"), Reg. No: URN 40008042958								
Given name, surname, and position of the authorised signatory:								
The bank and account number:				AS SEB banka; LV71UNLA0001002700167 AS Swedbank; LV07HABA0551045240206				
Registered office:				Misas iela 3, Riga, LV - 1058, Latvia				
Correspondence address:				Misas iela 3, Riga, LV - 1058, Latvia				
Phone and fax:				(+371) 67605023; (+371) 67500039				
Email:				laipa@laipa.org; www.laipa.org				
Details of the Company (hereinafter "User") and information on the Public performance site(s)								
Name of the Company:								
Company registration number:								
Given name, surname, and position of the authorised signatory:								
The bank and account number:								
Registered office:								
Correspondence address:								
Phone and fax:								
Email:								
The Public performance site(s) opening date:								
The start date of using phonograms:								
Name of the Public performance site:								
Type of the Public performance site: (a café, a bar, etc.)								
Address of the Public performance site:								
Membership status in an industry association: (tick as appropriate)				LTA <input type="checkbox"/>		LSBA <input type="checkbox"/>		LaTS <input type="checkbox"/>
Given name, surname, and position of the contact person:								
1. The terms used in the Agreement:								
Phonogram – a phonogram broadcasted for commercial purposes; Use – broadcasting of Phonograms at the Public performance site; Fee – the fee payable to performers and Phonogram producers for the Use of Phonograms; Public performance site – the premises of the User available to visitors; Background music – using of Phonograms being broadcasted by radio, television, CD player, computer, etc. at the Public performance site not intended for dancing; Dance music – Phonograms where using of music plays a critical role; Agreement – the agreement entered into by and between LaIPA and the User for the fee payable to performers and phonogram producers. The Agreement does not apply to the rights of copyright subjects; Certificate – a document confirming compliance with the provisions laid down in the Copyright Law and the Collective Management of Copyright Law.								
2. Information on the Public performance site:								
No.	Floor area (sq. m.)	Background music	Dance music	Karaoke	Type of use and source of Phonograms			
					CD, DVD	Computer, Internet	Radio, TV	Other (specify)
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A summer café or terrace:								
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The most frequently used source: (radio, a TV programme, etc.)								
Phonogram broadcasting: (copying)				Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Number of outdoor loudspeakers: (indicate the number)								
Billing frequency:				Quarterly <input type="checkbox"/>		Semi-annual <input type="checkbox"/>		Annual <input type="checkbox"/>
Billing type:				By email <input type="checkbox"/>			By mail <input type="checkbox"/>	
Email address for billing:								
Correspondence address for billing:								
I agree to receive information from LaIPA regarding events organised or supported by LaIPA or its members, as well as news and current events, events important or interesting for the industry, as well as other alike informative notices and commercial communications. I confirm that I have read additional information regarding data processing for sending commercial communications and my rights. Additional information is available at the web page of LaIPA www.laipa.org.								
Agree:				<input type="checkbox"/>		Disagree		<input type="checkbox"/>
Email of the authorised signatory:								

3. The subject of the Agreement

3.1. The User shall pay the Fee for the use of Phonograms in accordance with the provisions of the Agreement, consistently with Section 52 of the Copyright Law and the licence No. 01.4.2-8/9 issued by the Ministry of Culture of the Republic of Latvia (hereinafter “*the Licence*”). The Agreement shall apply to Latvian as well as foreign performers and phonogram producers. The Licence issued by *LaIPA* gives the right to use only legally obtained Phonograms from legitimate sources of use. Under the laws of the Republic of Latvia, obtaining of Phonograms in any other manner shall be considered an infringement of copyright and ancillary rights.

3.2. The Fee for the Use of Phonograms shall be payable from the start date of the Use of Phonograms as specified in this Agreement, however, not before 1 July 2005.

3.3. Each calendar year *LaIPA* shall issue the Certificate to the User. In cases where the User has been fulfilling the provisions laid down in Clause 3.1 of the Agreement or where the Fee for the Use of Phonograms broadcasted for commercial purposes has not been made, the Certificate will not be issued to the User.

4. Information provision procedure

4.1. The information on the User and the Public Performance site(s) shall be provided in the Agreement.

4.2. If the User has multiple Public performance sites or spaces (rooms) where Phonograms are used, they shall be specified in Clause 2 hereof or in Annex 2 hereto.

4.3. The Parties agree that the period of Use of Phonograms at the Public performance site, which is a summer café, shall be from 1 May to 30 September of each calendar year. If the estimated period of Use of Phonograms is shorter or longer, the User shall submit a written notification to *LaIPA* about the actual period of Use of Phonograms at the relevant summer café on 1 June of each year at the latest.

4.4. The User shall have a duty to notify *LaIPA* of any changes to the following significant information within fourteen (14) days:

4.4.1. In the event of changes to the details of the User or the Public performance site (*address, registration number, contact information*);

4.4.2. In the event of the User or the Public performance site being wound up;

4.4.3. If the User intends to reduce or increase the extent of use of Phonograms (*changes in the number of rooms and floor areas, changing the manner of Use of Phonograms, i.e., Background music, dance music, and karaoke. The User ceases Using Phonograms*).

4.5. 4.4. For not submitting the information referred to in Clause 4.4 of the Agreement in a timely manner, the User shall pay the contractual penalty of EUR 7.11 (seven euros and 11 cents) for each Public performance site; and the payment of the contractual penalty shall not release the User from performing the obligations provided for in the Agreement.

4.6. The User shall specify the manner of Use of Phonograms and the source thereof in the Agreement or submit the list of Phonograms used during Public performance electronically.

5. Fee calculation and payment procedure

5.1. The User shall pay the Fee in accordance with Annex 1 hereto, which forms an integral part hereof, for the sites of Public Use of Performances and Phonograms specified in the Agreement. The User shall pay the Fee specified on the invoices issued by *LaIPA* and according to the information provided by the User under this Agreement. The User shall be liable for providing true information, and *LaIPA* shall have the right to verify the veracity of the information provided in the Agreement. The User shall have the duty to present the relevant documents.

5.2. *LaIPA* processes personal data of authorised signatory and contact person provided by the User for the purposes of conclusion and performance of the Agreement, mutual communication and ensuring cooperation as far as it is necessary and derives from the concluded Agreement or is necessary for compliance with a legal obligation to which *LaIPA* is subject. Personal data will be kept in paper and electronic form during the term of the Agreement as well as during the limitation period provided by the applicable legal acts during which complaints, claims and alike actions can be submitted and initiated. *LaIPA* can transfer User’s personal data to the involved processors that provide accountancy, IT or other alike services. User has right to request information on personal data processed by *LaIPA*, right to request rectification or erasure of personal data or restriction of processing of personal data or to object to such processing, the right to data portability according to the exceptions and requirement provided in the applicable legal acts, as well as the right to lodge a complaint with a Latvian Data state inspection.

5.3. The Fee shall be calculated for each space (room) where Phonograms are used rather than by adding up the floor area of the rooms.

5.4. *LaIPA* shall have the right to unilaterally make changes and/ or amendments in the amount of the Remuneration payable in accordance with the Copyright Collective Management Law and other laws and regulations of the Republic of Latvia, notifying the User and/ or User Representative Associations at least 1 (one) month in advance.

5.5. Invoices shall be prepared electronically and forwarded to the User’s electronic billing email address specified herein. The electronic invoice shall be sent to the User within five (5) working days from the invoice date.

5.6. The Parties acknowledge and confirm that the electronically prepared invoices forwarded to the email address specified by the User shall have legal force and that they are binding on the User.

5.7. Where the User has not specified the email address for electronic billing purposes or refuses to receive invoices by email, they shall be prepared and forwarded to the User within five (5) working days from the invoice date to the correspondence (postal) address specified in the Agreement. A charge of EUR 2.50 (two euro and 50 cents) shall be added to the invoice to cover for the costs of preparation of the invoice and posting.

5.8. The first invoice LaIPA issues to the User as an advance payment invoice, including regarding the Permit for a new public performance place in accordance with Annex 2 to the Agreement and payment shall be made within 5 (five) business days from the invoice date. The permit shall be issued after payment of the invoice and is valid from the date of commencement of use of the Phonograms specified in the Agreement. All future invoices shall be paid up within 30 (thirty) days from the invoice date. Where the invoice is not paid by the said deadline, the User shall be notified of the outstanding invoice by a reminder. Should the User not make the payment against the outstanding invoice (arrears) within five (5) working days of the reminder date, the current amount of the Fee shall be increased by ten (10) percent due to the increase in the Fee related costs.

5.9. LaIPA shall have the right to authorise a third party to recover the debts without notifying the User thereof. The User shall compensate LaIPA for the full amount of all debt recovery expenses.

5.10. The User and LaIPA shall enter into a separate agreement for the Use of Phonograms in any manner other than that specified in this Agreement (*Phonograms are used during events or are broadcasted*).

6. Guarantees

6.1. In the event that the User has fulfilled the obligations laid down in this Agreement, however, the performers or Phonogram producers bring their claims against the User stating that their rights to the Fee for the Use of Phonograms have been infringed, the said claims shall be handled by LaIPA.

7. Other provisions

7.1. The Parties shall resolve any such disputes arising in the course of performing the Contract, which may not be resolved by mutual negotiation, under the procedure specified in the laws and regulations of the Republic of Latvia.

7.2. Any variations of or additions to this Agreement shall be made in writing subject to mutual agreement between the Parties. Any such written deed shall become an integral part of this Agreement.

7.3. This Agreement shall come into force upon signing by the Parties, and it has been entered into for an indefinite term.

7.4. This Agreement shall expiry in the following cases:

7.4.1. If the User is being wound up, the Agreement shall be terminated as of the date of the registration of the winding-up. The User shall perform all the obligations owed by it to LaIPA that have accrued up to the date of the winding-up;

7.4.2. In the event of the Licence being withdrawn from LaIPA and no other Licence to administer the Fee is issued to it, the Agreement shall expire as of the date specified in the decision on the withdrawal of the Licence. LaIPA shall notify the User within fourteen (14) days of the effective licence withdrawal date specified in the decision.

7.5. In the event of the occurrence of the events referred to in Clause 7.4.2 hereof, LaIPA shall refund the difference of the Fee for the period until the maturity date to the User, refunding the Fee attributable to the period from the effective licence withdrawal date specified in the decision.

7.6. This Agreement may also be terminated in the case if the User decides to discontinue using Phonograms; the User shall have the duty to notify LaIPA thereof within the term specified in Clause 4.4 hereof. If the information is submitted past the fourteen (14) day notice period, the date of termination of the Agreement shall be the date of receipt of the written information from the User by LaIPA.

7.7. This Agreement is made on five (5) pages in English, in two (2) identical copies with equal legal effect. Each Party receives one (1) copy thereof.

LaIPA

User

Annex 1
to the Agreement for the Fee Payable to Performers and Producers of Phonograms

The society "The Association of Latvian Performers and Producers", represented by _____, acting on the basis of _____ (hereinafter "LaIPA"), on the one part, and SIA _____ (hereinafter "User"), represented by _____ (given name) _____ surname _____, acting on the basis of _____, on the other part, (hereinafter individually referred to as "a Party" and jointly as "Parties"), agree that the Fee referred to in the Agreement shall be calculated as follows:

Background music					
Per quarter	Floor area (sq. m.)				For each of the next 50 (sq. m.)
	0-50	51-100	101-150	151-200	
		(EUR)	(EUR)	(EUR)	(EUR)
	16.58	24.87	33.16	41.45	8.29
Dance music					
Per quarter	Floor area (sq. m.)				For each of the next 50 (sq. m.)
	Up to 50	51-100	101-150	151-200	
		(EUR)	(EUR)	(EUR)	(EUR)
	44.82	67.23	89.64	112.05	22.41
Karaoke					
Per quarter	Floor area (sq. m.)				For each of the next 50 (sq. m.)
	Up to 50	51-100	101-150	151-200	
		(EUR)	(EUR)	(EUR)	(EUR)
	22.61	33.91	45.21	56.51	11.30
Background music through loudspeakers other than summer cafés					
Per one (1) loudspeaker			EUR 9.95 per quarter		
Discounts					
Number of sites	Discount rate (%)			Other discounts	
3-10	3			If the User makes payments against invoices once in the calendar half-year (6 months), a discount of 1 % shall apply; if the User makes payments against invoices once per calendar year (12 months), a discount of 2 (%) shall apply.	
11-20	4				
21-30	5				
31-40	6				
41-50	7			Full payment of remuneration: <i>Aizkraukle, Alūksne, Balvi, Bauska, Cēsis, Daugavpils, Dobeles, Gulbene, Jelgava, Jēkabpils, Krāslava, Kuldīga, Liepāja, Limbaži, Ludza, Madona, Ogre, Preiļi, Rezekne, Rīga, Jūrmala, Sigulda, Talsi, Tukums, Saldus, Valka, Valmiera, Ventspils</i> . The amount of the Fee for other sites shall be 10% lower.	
51-60	8				
61-70	9				
More than 70	10				

 LaIPA

 User

Annex No 2
to the Agreement for the Fee Payable to Performers and Producers of Phonograms, entered into between the society "The Association of Latvian Performers and Producers" (LaIPA) and
 _____ **on dd MM 20xx**

Public performance site (s)	
Place and date:	

No.	Name of the Public performance site	Address of the Public performance site	Start date of the Use of Phonograms	The floor area (sq.m.) of the rooms where Phonograms are broadcasted	Background music	Dance music	Karaoke	Number of outdoor loudspeakers	Most frequently used manner and source of broadcasting Phonograms					
									CD, DVD	Computer, Internet	Radio, TV	Other source (please specify)	Phonogram broadcasting (copying)	
1					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
2					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
4					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
5					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>			

 LaIPA

 User