

Box 5 Productions

Copyright Guide / Participant Requirement Guide

WHAT YOU ARE REQUIRED BY LAW TO DO

Bands or arrangers seeking to arrange music for a marching band must seek "**Permission to Arrange**" from the company or individual that holds the "print rights" to the music. The "**print rights**" holder may or may not be the same as the "copyright owner." The **copyright owner** sometimes publishes its own music or it may grant "print rights" to a music publisher (such as Hal Leonard or Alfred Publishing Co.) to arrange their music for band. Copyright owners often empower the music publisher with the right to grant or deny requests for permission to arrange (such as you are seeking). You will seek permission from either the copyright owner or the music publisher, depending on their contract. The **Composition and Publisher Database** are designed to assist you in finding the "print rights" holder.

Keep in mind also that any spoken text or visual ideas that you take from another work are also copyrighted and may require permission to use.

REMEMBER: You are required by law to acquire your permission to arrange before you begin your arrangements. Do not wait until your entire show is finished.

PERMISSION TO ARRANGE GRANTED IS SPECIFIC

Permission to Arrange is usually granted to specific arrangers, for specific performances, by specific bands, and usually for a given year. The **Composition and Publisher Database** is designed to give you assistance in locating the "print rights" company. **It is not an approved list.** Furthermore, contracts between copyright holders and music publishers can change from year to year. A license granted in the past does not guarantee that it will automatically be granted this year. **Each band should submit its own request as early as possible, prior to selecting its program.**

Your approved arrangement is generally the property of the original copyright owner not the property of the band or the arranger. You may not loan or sell your arrangement to another band without first obtaining permission from the "print rights" holder. Additionally, you may not purchase an arrangement from another band or arranger without first acquiring permission from the copyright owner or music publisher. In addition, some companies may require that you forward scores and/or parts as a part of your contract.

WHAT CONSTITUTES A NEW ARRANGEMENT?

In addition to unpublished compositions, new arrangements include:

"rearrangements" of another marching band arrangement or drum corps arrangement, arrangements from a concert band piece, and arrangements with "added or new percussion parts."

Please note that ANY SIGNIFICANT ADJUSTMENTS to works already published for concert band, marching band or other instrumentation constitute a "new arrangement" (i.e. cuts made from a published concert band piece "played the same way" but with added drum part is a new arrangement) If you are performing a published marching band arrangement as written you do not have to obtain permission to arrange.

HOW ARE ASCAP, BMI, & SESAC USED?

ASCAP, BMI & SESAC are the three principal organizations that collect performance royalties for composers and publishers in the United States. They only grant the PERFORMANCE LICENSES that the venue and/or the promoter (i.e. Music for All) are required to obtain. They do NOT grant permission to arrange or reproduce. ASCAP, BMI & SESAC, however, do offer resources to assist in determining the "copyright owner" (not necessarily the same as the "print rights" holder). If the music you wish to arrange is not in the **BOA Composition and Publisher Database**, you might want to visit ASCAP.com, BMI.com, or SESAC.com's online resources to determine the copyright owner. You may search by title and/or composer on each site.

Once the "copyright owner" is known, it is your responsibility to contact them to determine who controls the "print rights" (either the copyright owner themselves or their designated music publisher). BOA endeavors to list the print rights holder on the **Composition and Publisher Database**, rather than the copyright owner (if different). ASCAP, BMI & SESAC information can be obtained online at the following links and phone numbers:

ASCAP (212.595.3050)

BMI (212.586.2000)

SESAC (615.320.0055)

MUSIC PUBLISHER INFORMATION

Another good reference is the Music Publishers' Association's Directory of Music Publishers. This list is submitted by the membership of the Music Publishers' Association, the National Music Publishers Association and the Church Music Publishers Association. The list is a comprehensive listing of publishing companies, their parent companies, and full contact information. You can view the list online or request a copy for your files. Their website, mpa.org, also contains links to other companies dealing in copyright and has several helpful documents regarding copyright.

HOW TO OBTAIN PERMISSION

Print rights holders vary in their systems and methodologies for receiving requests for permission to arrange. Generally, however, you can fax, mail, or e-mail a written request for each composition to the "print rights" company. There are various standard "Permission to Arrange" forms available that you can use, as well as **the version Box 5 Productions suggests**. In most cases the more information you give a company the more cumbersome the process becomes. Your best option is to simply fill out and submit a "Permission to Arrange" form. Multiple page letters stating what you plan to do with the music, a history of your school/band, etc. generally are not necessary and, in some cases, result in unnecessary charges or denial to you and your school.

It is important to note that Hal Leonard requires that all requests be submitted via their **website**. You should allow approximately 6 weeks to complete their licensing process.

Whatever you do, submit your request as early as possible, and be sure to keep a copy for your records. Publishing companies receive a large number of requests. We advise that you be diligent by calling after 30 days and making sure that your request has been received and is being processed. If permission is granted, you should receive a signed copy of the "Permission to Arrange" form from the company or a letter granting permission on the company's letterhead. In most cases there will be a fee for the license. The license itself will usually indicate that permission will be granted "once the fee is received." Fees have typically ranged from \$50 to \$250 per song; however some fees for permission may be substantially higher. Each print right holder has a different policy. Box 5 Productions must receive a copy of your SIGNED "Permission to Arrange" form or the letter from the publisher granting you permission before your band can be videotaped at any event that Box 5 Productions provides video services. Licenses must be signed by you and the publisher.

In addition, you should also exercise care to ensure that you have permission to use any copyrighted visual images in your show. The general rule is, "when in doubt, seek permission."

IS PERMISSION SOMETIMES DENIED? YES!

Some composers or publishers do not allow band arrangements of the material they own. This is sometimes due to contractual agreements or the prerogative of the composer. The list below is an accumulative list of material to date that has been denied in the past or that the publisher has indicated will be denied in the future.

Always check with publishers before selecting your program.

- "The Easter Symphony - Mvt. 2 (Death Tree)" by David Holsinger (publisher instructed to deny requests to arrange 2nd Movement only)
- Music and film scores by John Williams
- Music by Joaquin Rodrigo ("Concierto de Aranjuez")
- Music by Charles Ives
- "God Bless America"
- "Riverdance"
- Music by Vincent Persichetti
- The use of Literary Characters (i.e. from "Where the Wild Things Are")
- Music and stories of Dr. Seuss
- "Symphony #3" by James Barnes
- Works by David Maslanka (Mr. Maslanka will consider personally creating a new commissioned work or arrangements for your band.)
- "Ritual Fire Dance" by Manuel de Falla
- Music from any Disney Film less than six (6) months after the film's release.
- "Carmina Burana" by Carl Orff
- Music composed or performed by the rock group Van Halen.
- "Barbarian Horde" from the Motion Picture "Gladiator"
- "The Battle" from the Motion Picture "Gladiator"
- "Progeny" from the Motion Picture "Gladiator"
- Music composed or performed by the rock group U2.
- "She Loves You" by John Lennon and Paul McCartney
- "Space Oddity" by David Bowie
- "Welcome to the Black Parade" performed by My Chemical Romance
- Music and Film scores by Thomas Newman
- All works by Bruce Springsteen

The following will not necessarily be denied. However, our experience has been that permission may take longer than average to be granted. You should allow a minimum of 6-8 weeks or longer to license these works.

Hal Leonard requires that all requests be submitted via their **website**. You should allow approximately 6 weeks to complete the licensing process. However, the following exceptions should be noted:

Walt Disney Music: Music from movies released within the past 6 months may not be approved.

Any music controlled by PolyGram UK (primarily music by Björk)

Music by Andrew Lloyd Webber requires the approval of his UK office. You will be required to submit your score for approval. Allow a MINIMUM of 3 months from the time to submit your score.

Music composed/performed by Queen. Hal Leonard is required to obtain permission from the copyright owner in the UK. Please allow a MINIMUM of 3 months from the time you submit your request.

Music composed/performed by Sting and/or The Police

Operas intended for a complete show (mos. to approve)

- "Boléro" by Maurice Ravel
- "Turandot" by Giacomo Puccini

SPECIAL REQUIREMENTS FOR SPECIFIC WORKS

Because Box 5 Productions intends to continue its practice of recording and distributing video products of performances by bands participating at fall events, bands that choose to perform the following works, or works by the following composers, or administered by the following publishers must take additional steps, pay additional fees and/or provide additional permissions in favor of Box 5 Productions and its designees regarding recording, reproduction and distribution of the performance.

Composers (all works):

Robert Lamm
James Pankow
Prince
John Lennon
Led Zeppelin

Composers (specific works):

Björk ("Joga" and "The Anchor Song")
Paul McCartney (songs performed by The Beatles)
Bruce Springsteen ("Born In The USA")

Publishers (collections in their entirety):

Arc Music Group, including Goodman Music, Conrad Music, Sunflower Music, Jewel Music, Regent Music

Publishers (specific works):

Paramount Pictures (specifically music including the "Mission: Impossible Theme", and music from "Forrest Gump" and "The Godfather" - music from all movies). If you

choose to perform songs from other Paramount Pictures movies, please contact Box 5 Productions as soon as possible so that we may confirm that licensing is available and appropriate for Box 5 Productions.

Walt Disney (specifically music from the motion picture "National Treasure")

Other Restricted Compositions:

- Music from any James Bond movie, regardless of publisher
- Music from any Paramount Pictures movie as stated above, regardless of publisher
- Any Beatles song written by John Lennon or Paul McCartney (see above)
- The song "Hotel California" (by the Eagles)
- The song "Break on Through" (and other songs by Jim Morrison)
- The song "Fly Like An Eagle" by Steve Miller
- Music from the Disney "Pirates of the Caribbean" movies
- "Brazil (Main Title)" by Michael Kamen
- "Barbarian Horde," "The Battle," and "Progeny" from the Motion Picture "Gladiator"
- "Sweet Home Chicago" by Woody Payne

ADDITIONAL FEES MAY BE REQUIRED

Works written by the following composers and works administered by the following publishers may be recorded and distributed. However, Box 5 Productions may charge bands that perform works by these composers or administered by these publishers an additional fee. Please see below for further information, requirements, and instructions.

PUBLISHER	COMPOSER(S)
Amstel Music, BV	Johan de Meij
De Hakse Music Publications, BV	Jan Van der Roost Philip Sparke
Studio Music Company	Philip Sparke
Anglo Music Press	Philip Sparke
Stormworks	Stephen Melillo

These lists may change as we gain more information concerning the wishes of the composers and copyright owners and our ability to license recordings upon terms we deem appropriate for Box 5 Productions.

WHAT IS PUBLIC DOMAIN?

All music written before 1978 became public domain 95 years after its publication date. Since 1978, music written after that year becomes public domain 70 years after **the death of the composer**. Works in the public domain do not require permission, however certain band arrangements of public domain works (i.e. choral works) may require permission from the music publisher. Consult Box 5 Productions or publisher for further information.

NOTICE REGARDING THE COPYRIGHT STATUS OF CERTAIN RUSSIAN COMPOSITIONS AND OTHER FOREIGN WORKS

Please note that the rules for determining the copyright status of a foreign work are different than those for U.S. works. Effective January 1, 1995, Congress amended the Copyright Act to restore the copyrights in foreign works that had prematurely fallen into the public domain because of failures to comply with U.S. formalities. As a result, it is now possible that some foreign works that had prematurely fallen into the public domain may now have enforceable copyrights.

This may apply to many twentieth-century foreign composers, including Russian composers such as Kabalevsky, Khachaturian, Shostakovich, Prokofiev, Gliere and Goedicke.

Unless informed otherwise by the copyright owner, we suggest assuming that the standard copyright terms apply to all foreign works. The rights to the majority of these compositions by Russian composers listed above are administered by either G. Schirmer, Inc. or Boosey & Hawkes, Inc. and the publishers for most other foreign composers can be determined through a search of the ASCAP/BMI databases.

Download Chart

Copyright Term and the Public Domain in the United States - 1 January 2006		
WORKS PUBLISHED IN THE US		
<u>Date of Publication 5</u>	<u>Conditions 6</u>	<u>Copyright Term 2</u>
Before 1923	None	In the public domain
1923 through 1977	Published without a copyright notice	In the public domain
1978 to 1 March 1989	Published without notice, and without subsequent registration	In the public domain
1978 to 1 March 1989	Published without notice, but with subsequent registration	70 years after the death of author, or if work of corporate authorship, the shorter of 95 years from publication, or 120 years from creation 2
1923 through 1963	Published with notice but copyright was not renewed 7	In the public domain
1923 through 1963	Published with notice and the copyright was renewed 7	95 years after publication date 2
1964 through 1977	Published with notice	95 years after publication date 2
1978 to 1 March 1989	Published with notice	70 years after death of author, or if work of corporate authorship, the shorter of 95 years from publication, or 120 years from creation 2
After 1 March 1989	None	70 years after death of author, or if work of corporate authorship, the shorter of 95 years from publication, or 120 years from creation 2
UNPUBLISHED WORKS		
<u>Type of Work</u>	<u>Copyright Term</u>	<u>What was in the public domain in the U.S. as of 1 January 2006 2</u>
Unpublished works	Life of the author + 70 years	Works from authors who died before 1936.

Unpublished anonymous and pseudonymous works, and works made for hire (corporate authorship)	120 years from date of creation	Works created before 1886.
Unpublished works created before 1978 that were published after 1977 but before 2003	Life of the author + 70 years or 31 December 2047, whichever is greater	Nothing. The soonest the works can enter the public domain is 1 January 2048
Unpublished works created before 1978 that were published after 31 December 2002	Life of the author + 70 years	Works of authors who died before 1935.
Unpublished works when the death date of the author is not known <u>4</u>	120 years from date of creation <u>4</u>	Works created before 1886. <u>4</u>
WORKS PUBLISHED OUTSIDE THE US <u>9</u>		
Date of Publication	Conditions	Copyright Term in the United States
Before 1 July 1909	None	In the public domain
Works Published Abroad Before 1978 in Compliance with US Formalities <u>8</u>		
1 July 1909 through 1922	Published in compliance with US formalities	In the public domain
1923 through 1977	Published with notice, and still in copyright in its home country as of 1 January 1996	95 years after publication date <u>9</u>
Works Published Abroad Before 1978 Without Compliance with US Formalities <u>10</u>		
1 July 1909 through 1922	Published in a language other than English and without subsequent republication with a copyright notice	In the 9th Judicial Circuit, the same as for an unpublished work; in the rest of the US, likely to be in the public domain <u>11</u>
1923 through 1977	In the public domain in its home country as of 1 January 1996	In the public domain
1923 through 1977	Published in a language other than English, without subsequent republication with a copyright notice, and not in the public domain in its home country as of 1 January 1996	In the 9th Judicial Circuit, the same as for an unpublished work; in the rest of the US, likely to be 95 years after publication date <u>11</u>
1923 through 1977	Published in English, without subsequent republication with a copyright notice, and not in the public domain in its home country as of 1 January 1996	95 years after publication date <u>9</u>
Works Published Abroad After 1 January 1978		
After 1 January 1978	Copyright in the work in its home country has not expired by 1 January 1996	70 years after death of author, or if work of corporate authorship, the shorter of 95 years from publication, or 120 years from creation
Special Cases		
After 1 July 1909	Created by a resident of Afghanistan, Bhutan, Ethiopia, Iran, Iraq, Nepal, San Marino, and possibly Yemen, and published in one of	Not protected by US copyright law because they are not party to international copyright agreements

	these countries 12	
After 1 July 1909	Works whose copyright was once owned or administered by the Alien Property Custodian, and whose copyright, if restored, would as of January 1, 1996, be owned by a government 13	Not protected by US copyright law

1 This chart was first published in published in Peter B. Hirtle, "Recent Changes To The Copyright Law: Copyright Term Extension," Archival Outlook, January/February 1999. This version is current as of 1 January 2005. The most recent version is found at www.copyright.cornell.edu.

The chart is based in part on Laura N. Gasaway's chart, "When Works Pass Into the Public Domain," at www.unc.edu, and similar charts found in Marie C. Malero, A Legal Primer On Managing Museum Collections (Washington, D.C.: Smithsonian Institution Press, 1998): 155-156. A useful copyright duration chart by Mary Minow, organized by year, is found at www.librarylaw.com. A "flow chart" for copyright duration is found at www.bromsun.com. See also Library of Congress Copyright Office. Circular 15a, Duration of Copyright: Provisions of the Law Dealing with the Length of Copyright Protection (Washington, D.C.: Library of Congress, 2004) www.copyright.gov.

2 All terms of copyright run through the end of the calendar year in which they would otherwise expire, so a work enters the public domain on the first of the year following the expiration of its copyright term. For example, a book published on 15 March 1923 will enter the public domain on 1 January 2019, not 16 March 2018 (1923+95=2018).

3 Unpublished works when the death date of the author is not known may still be copyrighted, but certification from the Copyright Office that it has no record to indicate whether the person is living or died less than 70 years before is a complete defense to any action for infringement. See 17 U.S.C. § 302(e).

4 Presumption as to the author's death requires a certified report from the Copyright Office that its records disclose nothing to indicate that the author of the work is living or died less than seventy years before.

5 "Publication" was not explicitly defined in the Copyright Law before 1976, but the 1909 Act indirectly indicated that publication was when copies of the first authorized edition were placed on sale, sold, or publicly distributed by the proprietor of the copyright or under his authority."

6 Not all published works are copyrighted. Works prepared by an officer or employee of the United States Government as part of that person's official duties receive no copyright protection in the US. For much of the twentieth century, certain formalities had to followed to secure copyright protection. For example, some books had to be printed in the United States to receive copyright protection, and failure to deposit copies of works with the Register of Copyright could result in the loss of copyright. The requirements that copies include a formal notice of copyright and that the copyright be renewed after twenty eight years were the most common conditions, and are specified in the chart.

7 A 1961 Copyright Office study found that fewer than 15% of all registered copyrights were renewed. For books, the figure was even lower: 7%. See Barbara Ringer, "Study No. 31: Renewal of Copyright" (1960), reprinted in Library of Congress Copyright Office. Copyright law revision: Studies prepared for the Subcommittee on Patents, Trademarks, and Copyrights of the Committee on the Judiciary, United States Senate, Eighty-sixth Congress, first [-second] session. (Washington: U. S. Govt. Print. Off, 1961), p. 220. A good guide to investigating the copyright and renewal status of published work is Samuel Demas and Jennie L. Brogdon, "Determining Copyright Status for Preservation and Access: Defining Reasonable Effort," Library Resources and Technical Services 41:4 (October, 1997): 323-334. See also Library of Congress Copyright Office, How to investigate the copyright status of a work. Circular 22. [Washington, D.C.: Library of Congress, Copyright Office, 2004]. The Online Books Page FAQ, especially "How Can I Tell Whether a Book Can Go Online?" and "How Can I Tell Whether a Copyright Was Renewed?", is also very helpful.

8 The following section on foreign publications draws extensively on Stephen Fishman, The Public Domain: How to Find Copyright-free Writings, Music, Art & More. (Berkeley: Nolo.com, 2004). It applies to works first published

abroad and not subsequently published in the US within 30 days of the original foreign publication. Works that were simultaneously published abroad and in the US are treated as if they are American publications.

9 Foreign works published after 1923 are likely to be still under copyright in the US because of the Uruguay Round Agreements Act (URAA) modifying the General Agreement on Tariffs and Trade (GATT). The URAA restored copyright in foreign works that as of 1 January 1996 had fallen into the public domain in the US because of a failure to comply with US formalities. One of the authors of the work had to be a non-US citizen or resident, the work could not have been published in the US within 30 days after its publication abroad, and the work needed to still be in copyright in the country of publication. Such works have a copyright term equivalent to that of an American work that had followed all of the formalities. For more information, see Library of Congress Copyright Office, Highlights of Copyright Amendments Contained in the Uruguay Round Agreements Act (URAA). Circular 38b. [Washington, D.C.: Library of Congress, Copyright Office, 2004].

10 US formalities include the requirement that a formal notice of copyright be included in the work; registration, renewal, and deposit of copies in the Copyright Office; and the manufacture of the work in the US.

11 The differing dates is a product of the question of controversial *Twin Books v. Walt Disney Co.* decision by the 9th Circuit Court of Appeals in 1996. The question at issue is the copyright status of a work only published in a foreign language outside of the United States and without a copyright notice. It had long been assumed that failure to comply with US formalities placed these works in the public domain in the US and, as such, were subject to copyright restoration under URAA (see note 9). The court in *Twin Books*, however, concluded "publication without a copyright notice in a foreign country did not put the work in the public domain in the United States." According to the court, these foreign publications were in effect "unpublished" in the US, and hence have the same copyright term as unpublished works. The decision has been harshly criticized in *Nimmer on Copyright*, the leading treatise on copyright, as being incompatible with previous decisions and the intent of Congress when it restored foreign copyrights. The Copyright Office as well ignores the *Twin Books* decision in its circular on restored copyrights. Nevertheless, the decision is currently applicable in all of the 9th Judicial Circuit (Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Washington, and Guam and the Northern Mariana Islands), and it may apply in the rest of the country.

12 See Library of Congress Copyright Office, *International Copyright Relations of the United States*. Circular 38a. [Washington, D.C.: Library of Congress, Copyright Office, 2004].

13 See 63 Fed. Reg.19,287 (1998), Library of Congress Copyright Office, *Copyright Restoration of Works in Accordance With the Uruguay Round Agreements Act; List Identifying Copyrights Restored Under the Uruguay Round Agreements Act for Which Notices of Intent To Enforce Restored Copyrights Were Filed in the Copyright Office*.

Box 5 Productions

Fall Participant Copyright Documentation Info Sheet

This info sheet contains new requirements. Below is a list of deadlines you MUST comply with in order to be filmed at any fall "BOX5" produced event. Bands that do not meet these requirements will not be filmed or recorded.

- October 16: **COPYRIGHT REPORT DUE:** "BOX5" requires a list of the music you will perform. This information is given to us on your **Copyright Report**, a copy of which is available for download (PDF format). The Copyright Report requires that you include the original name, composer, copyright owner, and arranger for each song.
- October 16: \$250.00 fixing fee due to "BOX5" for each song listed in the **Additional Requirements** section below.
- October 16: Synchronization licensing for any composition listed in the **Additional Requirements** section below.
- October 16: **Copies of all licenses obtained to create custom arrangements of the songs contained in your show.**

Over the past several years, compliance with copyright law has become a matter for close scrutiny by the copyright owners and publishers of copyrighted music. A license to arrange (requested by you) and a license to record and distribute videos (requested by "BOX5") must be obtained prior to any use of a copyrighted song. We strongly encourage bands to submit their request to arrange in writing to publishers as soon as possible. The licensing process should be completed before you begin arranging your music. If you allow a minimum of 6-8 weeks to obtain a license then you should be able to submit your proof of copyright clearance (permission to arrange) with your **Copyright Report** by October 1. Any band that does not have proof of copyright clearance for their custom arrangements will not be recorded or filmed by "BOX5".

Please note that even though a band in a previous year may have received clearance for a selection they want to play this year, the band is still required to provide documentation. Permissions are usually granted to specific bands (and sometimes specific performances) by on a case-by-case basis. The **Composition and Publisher Database** on the Music for All Web site provides a helpful guide of contact information for various companies.

In addition to obtaining permission to arrange, the use of specific works will require that you take additional steps to ensure that "BOX5" will be able to record and distribute video recordings of your performance. "BOX5" must obtain, or be provided with, the right to record and distribute copyrighted music prior to distribution.

Please carefully review the Additional Requirements section below for more information.

ADDITIONAL REQUIREMENTS

Because "BOX5" is committed providing videos containing the performance of every school participating in its fall events, bands that choose to perform works by the following publishers and / or composers must comply the following additional requirements:

Additional fee required: One-time "fixing" fee of \$250.00 per song

"BOX5" has been informed that a fee of \$250.00 will be charged by the copyright owner of the works outlined below for the right to "fix" the performance to video. This fee is in addition to those fees

"BOX5" itself pays for synchronization licensing. "BOX5" therefore requires bands to pay this "fixing fee," which will be passed on to the current copyright owner of each composition as a portion of the synchronization licensing process.

The "fixing fee" must be submitted to "BOX5" by October 1 of each year.

Please note that this requirement is in addition to the bands obligation to acquire a "license to arrange" to include each song in your show. The composers/publishers whose works are affected by this fee are listed below:

PUBLISHER	COMPOSER(S)
Amstel Music, BV	Johan de Meij
De Hakse Music Publications, BV	Jan Van der Roost Philip Sparke
Studio Music Company	Philip Sparke
Anglo Music Press	Philip Sparke
Stormworks	Stephen Melillo

Synchronization licensing required:

Bands that choose to perform compositions by the following composers/copyright owners MUST ALSO SUBMIT WRITTEN PERMISSION FROM THE COPYRIGHT OWNER AUTHORIZING "BOX5" OR ITS DESIGNEE TO VIDEORECORD THE WORK AND TO REPRODUCE AND DISTRIBUTE UP TO 1,000 COPIES OF THE RECORDING OF YOUR PERFORMANCE.

Each band will be solely responsible for paying the costs associated with obtaining these permissions/licenses, including the payment of any license fees or royalties including synchronization licenses..

Proof of permission/license must be submitted to "BOX5" by October 1.

* Below is a list of the songs, composers, and publishers that for which "BOX5" requires this additional step for participation:

Composers (all works):

- Robert Lamm
- James Pankow
- Prince
- John Lennon
- Led Zeppelin

Composers (specific works):

- Björk ("Joga" and "The Anchor Song")
- Paul McCartney (songs performed by The Beatles)
- Bruce Springsteen ("Born In The USA")

Publishers (collections in their entirety):

- Arc Music Group, including Goodman Music, Conrad Music, Sunflower Music, Jewel Music, Regent Music

Publishers (specific works):

- Paramount Pictures (specifically music including the "Mission: Impossible Theme", and music from "Forrest Gump" and "The Godfather" - music from all movies). If a band chooses to perform songs from other Paramount Pictures movies, please contact "BOX5" as soon as possible so that we may confirm that licensing is available and appropriate for "BOX5".
- Walt Disney (specifically music from the motion picture "National Treasure")

Other Restricted Compositions:

- Music from any James Bond movie, regardless of publisher
- Music from any Paramount Pictures movie as stated above, regardless of publisher
- Any Beatles song written by John Lennon or Paul McCartney (see above)
- The song "Hotel California" (by the Eagles)
- The song "Break on Through" (and other songs by Jim Morrison)
- The song "Fly Like An Eagle" by Steve Miller
- Music from the Disney "Pirates of the Caribbean" movies
- "Brazil (Main Title)" by Michael Kamen
- "Barbarian Horde," "The Battle," and "Progeny" from the Motion Picture "Gladiator"
- "Sweet Home Chicago" by Woody Payne

***In some cases, the songs listed above were included because the copyright owner has already advised "BOX5" that they are not willing to grant video synchronization rights for marching band videos.**

This list may change as we gain more information concerning the wishes of the composers and copyright owners and our ability to license recordings upon terms we deem appropriate.

Please be reminded that the requirements listed above are in addition to the bands obligation to acquire a "license to arrange" or "permission to arrange" for each custom arrangement contained in your show. In addition, each band should also exercise care to ensure that you have permission to use any copyrighted visual images in your show. The general rule is, "when in doubt, seek permission."