

## COPYRIGHTED WORKS POLICY

### City of Roosevelt Park

The City of Roosevelt Park supports the responsible use of copyrighted works (music, artwork, motion pictures, audio recordings, dramatic works, computer software, and all other works covered under the Copyright Act of 1976, as amended, found in Title 17 of the United States Code). The purpose of this Policy is to help You understand Your rights and obligations, and to help allocate legal responsibility between the City and end-users of copyrighted works.

1. **Exclusive Rights of Copyright Holders.** When a work is subject to copyright, the owner of the copyright (which is distinct from the ownership of a particular copy of the work), enjoys the right to exclude others from certain activities. Specifically, the “owner of copyright under [Title 17] has the exclusive rights to do and to authorize any of the following:
  - (1) to reproduce the copyrighted work in copies or phonorecords;
  - (2) to prepare derivative works based upon the copyrighted work;
  - (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
  - (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
  - (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
  - (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.”

See 17 U.S.C. § 106. There are some exceptions in the Copyright Act, but generally speaking, the owner enjoys all of the above exclusive rights – which means the right to exclude You from doing any of them without permission. As a general rule, if You want to do any of the above actions, then a license must exist from the copyright owner, allowing You to do what You want to do, without violating any of the owner’s exclusive rights.

2. **The Public Domain.** Under the United States Constitution, copyright lasts “for limited times.” Congress gets to decide exactly how long “limited” means. This “limited time” principle provides a very important benefit to You, intended by the Framers of the Constitution. The principle of “limited times” benefits You because You are in the public, and when the copyright expires on a work (unless Congress changes the rules, as has been known to happen), then the work enters the “public domain.” Which means that anybody

display, adapt, broadcast, share, or copy, or otherwise enjoy such works, then it is Your obligation to comply with all applicable terms of the copyright license. Paragraph 13 of this Policy applies, if You fail to abide by the terms of the applicable license, or are accused of doing so.

5. **ASCAP Musical Works**. The City of Roosevelt Park pays for an annual license for the library of musical works and recordings that is licensed by ASCAP. ASCAP covers about 48 percent (48%) of the music marketplace. This enables the City itself, authorized participants in City events, and authorized users of City facilities, to utilize ASCAP musical works in the manner authorized by the ASCAP license, but not otherwise. If You want to perform or otherwise utilize an ASCAP work, then it falls to You to make certain that You are doing so in conformity with, and strict adherence to, the City's ASCAP license. A copy of that license is available from the City Clerk's office, for You to review and copy, in order to facilitate Your compliance responsibility. The use or performance of ASCAP works, other than in strict compliance with the City's license (unless some other license applies and authorizes what You are doing, and You provide notice to the City of the other license You are relying upon) is strictly prohibited. Paragraph 13 of this Policy applies, if You fail to abide by the terms of the applicable license, or are accused of doing so.
6. **BMI Musical Works**. The City of Roosevelt Park pays for an annual license for the library of musical works and recordings that is licensed by BMI. BMI also covers about 48 percent (48%) of the music marketplace. This enables the City itself, authorized participants in City events, and authorized users of City facilities, to utilize BMI musical works in the manner authorized by the BMI license, but not otherwise. If You want to perform or otherwise utilize an BMI work, then it falls to You to make certain that You are doing so in conformity with, and strict adherence to, the City's BMI license. A copy of that license is available from the City Clerk's office, for You to review and copy, in order to facilitate Your compliance responsibility. The use or performance of BMI works, other than in strict compliance with the City's license (unless some other license applies and authorizes what You are doing, and You provide notice to the City of the other license You are relying upon) is strictly prohibited. Paragraph 13 of this Policy applies, if You fail to abide by the terms of the applicable license, or are accused of doing so.
7. **Recordings of City Events**. Caution is urged, in connection with the audio or visual recording of any performance or display of any copyrighted work, at any City event, or on City property. The creation of such an audio or visual recording may be considered the creation of a derivative work, or a copying of the work, under the federal copyright statute, and thus may violate the exclusive right(s) of one or more copyright owners. You are strictly responsible for Your own audio and video recording activity, and by undertaking to engage in such activity, You accept all terms of this Policy, and agree to indemnify, hold harmless, and provide a legal defense for the City of Roosevelt Park, for any and all claims made by any copyright owner, alleging any violation of the Copyright Act, against the City or any of its personnel, arising out of Your recording activity – whether or not such claims have any merit. Paragraph 13 of this Policy applies to all audio and video recording activity.
8. **SESAC Musical Works**. There is a third performing rights organization (much like

connection with any City function or event, constitutes acceptance of all the terms of this Policy. In the event of actual or alleged infringement of any copyright, or violation of the terms of any copyright license, You agree to defend, indemnify, and hold harmless the City of Roosevelt Park, from and against any and all liability and costs of investigation and/or defense, related to such allegations of infringement and/or license violation – whether or not said allegations have any merit.