



## *Understanding Copyright Law and the Legal Implications for Music Teachers*

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*“To promote the Progress of Science and useful Arts...”*

### **COPYRIGHT COMPLIANCE IS FOR EVERYONE’S PROTECTION**

**By Eric L. Martin, Esq., (Anthony Capone and Timothy Maguire)<sup>1</sup>**

Over the years, it has been my experience to have person after person ask – “Why copyright? Why can’t we, for educational purposes especially, make the copies we need to do our job?”

The answer comes from the law. Often the simple answer is “because it’s the law.” In law school, I was taught not to simply *know* the law, but to *know* and *understand the “why”* of the law. Laws and governments are created for the purpose of bringing order to community, -- to promote the common good. For any society to truly “work,” its citizens must know, understand, appreciate and respect not just the laws, but the underlying reasons for their existence. That’s what the concept of giving up freedoms to have freedoms is all about. In this article, I will try to delve briefly into the “*whys*” of U.S Copyright Laws, in order to promote understanding about the “what the law is.”

United States copyright and patent laws’ roots extend all the way back to the creation of our Constitution. Our commitment to the individual’s right to create and own and control his/her creations is stated below.

#### **THE UNITED STATES CONSTITUTION**

*“To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries” (U.S. Constitution, Article 1, Section 8)*

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<sup>1</sup> Eric L. Martin, Esq./C.F.E. is Music for All’s President and Chief Executive Officer. Mr. Martin is a member of the Georgia Bar Association. This article first appeared in the Bands of America Newsletter in 2000 and has since been updated and is often used as a primer for music educators and others interested in copyright law and compliance. Mr. Martin continues to credit past Music for All copyright compliance officers, Anthony Capone, a graduate of the University of Dayton, and currently Operations Manager for Blue Ridge Music Therapy, and Timothy Maguire, a graduate of Western Illinois University with a Music Business concentration, currently leader in local and regional political matter in Central Indiana. For more information on Music for All and its copyright and educational programs resources, please visit its website at <http://musicforall.org>.

It is our commitment to the Founding Fathers' desire to ensure the promotion of societal progress that forms the basis of the copyright laws. In essence, the Founders sought to create incentives and reasons for us to be a creative people.<sup>2</sup> No one of us can doubt the soundness of this motivation. Its results are the U. S. Copyright Laws as we know them.

## Part I: The Law and Its Application – *What you need to know and understand*

### *What is the Law?*

Congress is charged with the responsibility of making laws required to promote and protect our Constitutional mandates. Copyright protections are outlined by the laws of the United States in 17 U.S. Code 1, *et. seq.* The laws are designed to protect the authors of “original works of authorship,” including music, literary, dramatic, artistic and other intellectual works. The laws apply to both published and unpublished works. Practically speaking, the laws apply to music, songs, books, articles, poetry, novels, computer software, architecture and the like.

### *How long does copyright protection last?*

This is probably the most complicated and complex question in the law today. Different standards apply depending on whether federal statutory copyright protection was secured before, on or after January 1, 1978, the date of the current law – the Copyright Act of 1976 – took effect. In addition, several amendments enacted since January 1, 1978, affect duration.<sup>3</sup> Here are some guidelines that may be helpful.

1. Any work created and published or registered before January 1, 1978 has a “protected” term of 95 years from the day it was published.<sup>4</sup>
2. Any work created on or after January 1, 1978 has a “protected” term of the life of the composer plus 70 years. Works for hire and anonymous or pseudonymous works are protected for 95 years from publication or 120 years from creation, whichever is shorter. Where multiple composers create the work the “term beyond the life of the composer” is measured from the death of the last surviving composer.
3. In musical terms, the general rule is that copyright protection applies to any musical works created within the last 70 years. This applies both to works created and/or published/performed within or outside the United States.

A detailed “chart” of copyright protection guidelines can be found at:

<http://copyright.cornell.edu/resources/docs/copyrightterm.pdf>

The best starting point is to assume that any work chosen to be performed, adapted, arranged or otherwise use (except where “fair use” exception may be applicable) and created and/or published prior to 1923 has copyright protection and its purchase and/or purchase/permission of the the right to perform, adapt or

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<sup>2</sup> I grew up with the the Declaration of Independence’s described “natural” human rights of “life, liberty and the pursuit of happiness.” However, the Founding Fathers’ (and America’s) principals of “natural rights” are more likely based on Englishman John Locke’s than the radical view that “government is morally obliged to serve people, namely by protecting life, liberty and *property* (emphasis added).” (from Jim Powel’s “John Locke: Natural Rights to Life, Liberty and Property,” *The Freeman*, August 1996).

<sup>3</sup> Duration of Copyright, a publication of the United States Copyright Office. See: <http://www.copyright.gov/circs/circ15a.pdf>

<sup>4</sup> There are some “quirks” in the law, which have created shorter terms for some works created prior to January 1, 1978. In certain cases, they are subject to a 75-year term of protection. If a work came into public domain before January 1, 1978, it will remain so, but works whose protection subsisted on that day received the extensions.

arrange is required. Seeking permission and benefit from notification from the former owner, publisher or a copyright service can deliver you the “good” news if a work has moved from protected and into the public domain.

A cursory knowledge of Constitutionally and statutorily controlled “property” rights is necessary for everyone, and particularly important to teachers and others engaged in the use and performance of the creative works (property) of others. Failure to be aware, knowledgeable, and respectful of this rights of others can have enormous and undesirable legal, fiscal and professional consequences.

*What is the application to High School Bands and their Directors?*

High school bands and directors must respect the rights of copyright holders and abide by U.S. copyright laws. In practical terms, this means that music rehearsed and performed must be

1. original copies and not photocopies (when used in rehearsal and performances);
2. original works composed by the user; or
3. arranged or adapted only with express permission of the copyright holder.

Notice that I used the term “copyright holder” in the foregoing. The composer is not always the copyright holder. It could be the composer’s estate, an assigned publisher, or another third party to whom the composer assigned “copyright ownership (or publication) rights.”

In no case should photocopies or special musical arrangements or adaptations be made without expressed permission.

Particularly in the area of marching band (and other genres that use visual support (props), the copyright laws apply to visual items/uses as well. If my prop is a copy of a painting or contains trademarked product or image references, I need permission from the creator/rights holder to use it. The same is true for recorded word as well. Certainly there are public domain works, but assume that any recorded movie, sound track, etc. is protected and requires permission to use.

*What’s a “new” arrangement or adaptation?*

An arrangement is defined as an adaptation of a composition for other instruments or voices or for another style of performance than what was originally intended. Any person who alters an original musical composition in order to suit an alternate performance venue or instrumentation then becomes an arranger. Any substantial adjustments made to already published works 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” with added marching drum parts constitutes or becomes a new arrangement for which permission to create and perform is required). Minor changes to reflect a conductor’s musical interpretation or to match the instrumentation available to the ensemble have not been viewed as new arrangements. There is no set rule or clear standard. However, when in doubt, the best advice is to seek permission to arrange.

*What about the educational exception I heard about?*

Without doubt, there are certain limitations on a composer’s (copyright owner’s) rights. Many of these were developed in the 1978 amendments to the Copyright Laws. They have become known as the “Fair Use” provisions of the law. (Section 107 of the U.S. Copyright Act)

Many music teachers are of the impression that making a photocopy of music for immediate and convenient needs is acceptable. This is not true, and a violation of Copyright Law. Another common misinterpretation is that “fair use” allows non-profit and/or educational organizations to reproduce copyrighted material.

However, the remainder of that statement is that there are factors in determining whether a circumstance is housed under “fair use” law and interpretation.

Users of copyrighted materials must always understand that ownership of the material is vested in the creator or his/her designee. What “fair use” provisions exist are exceptions to the rule and not “rights” of the user.

The 1976 Copyright Law was designed to create an equitable balance between the creator and users of copyright protected materials.<sup>5</sup> NAFME’s *Copyright section of its “My Classroom” section of its website* (<http://www.nafme.org/my-classroom/copyright/>) describes the standard for making a determination about what is a “fair use” of copyrighted materials without permission. I refer and recommend it to you for your use and consideration.<sup>6</sup>

In essence one must balance “**the pedagogical need of music educators for reasonable access to copyrighted materials, against the practical need for music creators and their publishers to be properly compensated for their work.**”<sup>7</sup>

The purpose of the later element is to ensure the existence of the economic incentive and means to encourage creativity (the creation and publication of new materials). It’s a balance that, in practical terms and application, is difficult to actuate.

*What are some “fair use” educational standards/exceptions?*

The following are some of the generally recognized exceptions to the copyright standard (e.g. where copying without permission is permitted).

- Making a copy of a lost part in an emergency (promptly replaced with a purchased part in due course). *Key consideration:* Imminent performance
- Making one copy per student of up to 10% of the musical work for class study. *Key consideration:* For class study, not performance
- Making a single recording of a student performance for study and archives.
- Making a copy to preserve or replace a library copy when the work is not otherwise available for purchase. *Key Consideration:* Saving the original from “wear and tear” by using copies does not fit this exception
- Purchase of printed copies and editing them or simplifying them, provided the fundamental character of the work is not distorted.
- Performing a musical work at a school concert if there is no direct or indirect commercial advantage, no fee or compensation is paid to the performers **and** (and not “or”) there is no admission charge (or the charge is used only for the educational or charitable purpose).

*What are some of the “copyright myths” out there?*

Many educators believe that educational need and non-profit motive are enough to avoid copyright permission implications. That is simply not true.

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<sup>5</sup> NAFME’s United States Copyright Law: A Guide for Music Educators, Introduction, <http://www.nafme.org/introduction/>

<sup>6</sup> Know also that its existence (as a resource for teachers) helps to create what practitioners of the law would consider a “reasonable expectation of understanding” that a typical music education professional should have. This reasonable expectation of understanding can greatly influence a judge or jury’s recommendation or establishment of penalties for actual violations.

<sup>7</sup> NAFME’s United States Copyright Law: A Guide for Music Educators, Introduction, <http://www.nafme.org/introduction/>

There are many things you can't do. For example, you cannot (without special permission) –

- Copy to avoid purchase.
- Assume a music retailer has the authority to grant permission to make recordings of a musical work. The piece may be purchased at a particular retailer, but the publishing/copyright holder is more often than not a different entity, and requires copyright permissions to record and distribute performances of the work.
- Copy music for any kind of performance (except in an emergency).
- Make copies (videotapes) of performances for distribution to parents/community.
- Make special arrangements of a published score.

If a specific composition is no longer being produced, permission is still required to arrange. Copyright continues to exist regardless of the production status of the work.

“Fair use” is often an abused phrase because it is associated with granting permission. Yes, there are circumstances that allow reproduction of copyrighted material, however those are clearly defined in Chapter 1, Section 107 of Title 17 U.S. Code. The purpose and character, nature, amount and substantiality, and the effect on market are all determinable factors for the granting of permission. This section of the Code does not, in any way, grant permission by default to an educator, school, or non-profit or educational organization.

*Does getting permission to arrange handle all my copyright concerns?*

The simple and true answer is “no.” Remember that the copyright holder has *all* rights to the work including how, when and under what circumstances it is performed and/or recorded and distributed. Bands that produce and present ticketed concerts may be required to pay performance rights for the music performed at the concert. If you record and distribute audio or audio/visual recordings of your performance, these recordings are also subject to the need to obtain permission, and in most cases, to pay royalty fees.

The use of visual images is also subject to the copyright laws. For example, you cannot use the likeness of a Disney™ character without Disney's™ expressed permission. Quotes from some authors also fall into the same category. Of course, there are exceptions including the rules and statues concerning works in the public domain. This article does not attempt to handle or even raise all the issues. It is however, intended to get your attention and care.

*Beyond the music....controlling my band's rights/avoiding “creative ownership” pitfalls*

We live in a “marching band” environment where the creation of *specialized musical arrangements* and *use of professional/third party musical and visual “arrangers” and “designers”* are the norm. Directors, teachers and arrangers must be familiar with, respectful of and in compliance with copyright law and obligations. I will focus on a few crucial and necessary areas of knowledge, understanding and compliance below, including:

- Hire, use and contracting of arrangers/designers, and
- Musical (and visual) arrangement and adaptation obligations

*Relationships with arrangers and designers*

Unless you are the rare director who plans, designs and arranges all the components of your marching band show, you should take the steps necessary to ensure that each member of your design team has a clear and documented understanding of their commitment and relationship with you and your program. It begins with your status. Typically, as an employee of your school, your “work for hire” relationship with your employer is

clear. That which you create for your students stems from your relationship with your employer and your employer (and its students) are the beneficiaries. In certain cases your employment (and that of other professionals involved) may also be “subsidized” or supported by parent/booster fiscal investments. In such case, I would even advise those organizations to establish a clear “work for hire” relationship concerning their investment.

*What is “work for hire?”.... And, why this relationship is important*

Having (and documenting) a clear understanding of your relationship with your teaching staff again comes back to American principles about the ownership of inventions. In the case of the “new arrangement(s) for your band, the arranger, without documented limitations on his “work for hire” status, may have rights in this “newly created ‘original’ arrangement.” Like any other artist, their creation is their “work product.”

Establishment of a “work for hire” relationship is not (or should not be) difficult. If this is not currently in place for your arrangers, designers and teaching staff, it can be accomplished by simply including the following in your agreement for their hire/engagement:

“I understand and agree that the services I am being engaged to perform are as a “work for hire.” As such my designs, arrangements and/or other creative contributions are licensed to the \_\_\_ Band for its use, including rehearsals, performances, competitions and any photos, recording or other distribution, or assignment of rights by the \_\_\_ Band, related thereof. I agree that the compensation established in this agreement is full and complete compensation for my contracted services.”

The foregoing is a simple statement of the understanding. Far more complete and sophisticated versions of this language/principle may be developed, recommended or required by your school or school district’s policies.

Selfishly, having this understanding in place also helps Music for All and others secure and administer potential video recording, live performance and distribution rights and issues. More importantly, it makes clear how the works will be used and that the artist or arranger give you to right/license to own and/or perform your show and assigned, when required, rights to others).<sup>8</sup>

## Part II: Copyright Resources – *Resources to guide you through the copyright maze*

I often hear directors say–“Bands of America’s requirements are ‘too much.’” I am here to inform you that neither Music for All nor Bands of America has copyright requirements. MFA/BOA only insists that its participants show us evidence that they have complied with the law. By doing so, we meet our own requirements for compliance. Enforcement of the copyright laws is again rooted in an understanding of how you can make enforcement effective.

Earlier we discussed the law itself, the different aspects of copyright permissions and its applications, and defined some terminology. The Founders sought to create incentives and reasons for us to be a creative people. We have become precisely that–creative and resourceful.

*This is all over my head, how and where can I get help?*

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<sup>8</sup> For example, when you enroll in a Bands of America Championship, you agree to: “irrevocably grant to Bands of America (BOA), Music for All, Inc., and their respective agents or designees, the right to use in any media our name, likeness, photographic prints and any reproduction of ourselves, our student performers and others participating with us while attending the Bands of America and Music for All event, for any purpose including promotion, advertising and other wise.” It is with these rights, along with rights granted from other, that we exercise authority to record and distribute commemoratives of performances.

Copyright laws are complex. It is not unusual even for lawyers to be challenged by the law and the courts' vagueness, ambiguity and seemingly arbitrary nature and results. Nevertheless, all users of copyrighted materials are required and expected to comply with the law.

There are resources to help you in forming a working understanding of the law, and its application. A few are discussed below.

#### A. Internet/Web resources

I, like you, am a "student" of the law and its everyday application. While I've been called an "expert" [by the Plaintiff in the context of a Federal lawsuit wherein Bands of America (and me personally) were Defendants], that would be a poor evaluation of my knowledge base. Let us, then, turn to available resources for assistance. Following is what I recommend:

Start with The National Association for Music Education's ("NAfME") resources. They are valuable, directly relatable, accessible, and well written and organized. Take an afternoon or Saturday and go to: <http://www.nafme.org/my-classroom/copyright/> for one of the best primers I've found.

In addition to NafME's resources, the Internet is readily available and replete with information and source materials. Check out the following locations:

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| Music Publishers Association   | <a href="http://www.mpa.org/content/copyright-resource-center">http://www.mpa.org/content/copyright-resource-center</a><br>(for resources on Permission to Arrange and other useful forms)   |
| U.S. Copyright Office  | <a href="http://www.copyright.gov">www.copyright.gov</a><br>(to access the actual law and other resources)<br><br><a href="http://www.copyright.gov/circs/circ15a.pdf">http://www.copyright.gov/circs/circ15a.pdf</a><br>(for a summary of the duration/length of copyright protections) |
| Cornell University   | <a href="https://copyright.cornell.edu/resources/publicdomain.cfm">https://copyright.cornell.edu/resources/publicdomain.cfm</a><br>(Chart of Copyright Term and the Public Domain in the U.S.)   |
| American Society of Composers, Authors & Publishers                  | <a href="https://www.ascap.com/Home/ace-title-search/index.aspx">https://www.ascap.com/Home/ace-title-search/index.aspx</a><br>(for ASCAP's ACE Repertory Database of Copyright Holders)   |
| Broadcast Music, Inc.  | <a href="http://www.bmi.com">www.bmi.com</a><br>(for BMI's searchable Repertory Database of Copyright Holders)   |
| SESAC (formerly the Society of European Stage Authors and Composers) | <a href="http://www.sesac.com">www.sesac.com</a>   |

(for SESAC's searchable Repertory Database of Copyright Holders)

Public Domain Information Project <http://www.pdinfo.com/index.php> (Database to help you determine if or confirm whether a work is in the Public Domain Database)

Stanford University Libraries Copyright & Fair Use <http://fairuse.stanford.edu/internet-resources/> (exhaustive resources and additional links/referrals to copyright resources)

Music for All <http://www.musicforall.org/resources/> (for forms, general resources and a searchable database particularly related to marching band)

B. Music for All (and Bands of America) In General  
<http://www.musicforall.org/resources/copyright/copyright-resources>

Music for All has developed materials to support and assist directors in determining the names of copyright holders and their agents. Look online for readily available resources that list the name and publisher of every composition performed at Bands of America marching band events over the last nine (9) years. Also available is a list of publisher contacts, and a narrative on applicability of copyright laws to marching band and avoidance of “never granted” permission pitfalls. Keep in mind that our lists are a resource and their accuracy is not guaranteed.

C. Tresona Licensing Exchange <https://tresonamusic.com>

Tresona and Hal Leonard have partnered to create a quite remarkable one-stop solution for music licensing needs. Prior to Tresona, the process for obtaining persons to arrange or adapt has been a predominately “manual” process of one application at a time, case by case process. The Licensing Exchange is an automated licensing platform that allows you to apply, *without administrative fee*, for necessary licenses and permissions.

D. Music for All's Copyright Service <http://www.musicforall.org/resources/copyright/copyright-service>

Several years ago, Music for All initiated a copyright permissions service. Initially intended as a resource for participating bands, the service has been widely used by directors and schools that want to “get out of the copyright permissions business.” For a fee of \$225 (\$275 for non-BOA participants), Music for All will research and request permissions to arrange for your fall marching band show. All you have to do is provide the name, composer and publisher (if known) of your selections and the name of your arranger(s) and BOA will make the request for permission to arrange on your behalf. You pay only our fee and the amount charged by the composer/publisher for the permission. Asking us to handle your approvals does not guarantee approval. It does however guarantee the tenacity of a professional in the effort. More information about the service is available at [www.musicforall.org](http://www.musicforall.org).

E. Boosters, School District Administrators

Many band directors have passed the “permissions” responsibility on to a knowledgeable and trustworthy booster. Don't underestimate the abilities of a parent or booster club member to walk/wander through the



permission maze on your behalf. Because obtaining permissions is a legal matter, you might also ask your school district attorney or contract officer to do the leg and paperwork on behalf of the band.

*What can happen if I violate the law?*

Violation of Federal law is a serious matter. When any person is convicted of Infringement of the Copyright law (Title 17 U.S. Code; Chapter 5 Section 504), the a court may impose fines equal to the actual or “statutory” damages and lost profits of not less than \$750 and up to \$30,000. Where a person is found to have willfully infringed, the court may increase the award to up to \$150,000. Willful copyright infringement can also result in criminal penalties, including imprisonment for up to five years and fines of up to \$250,000 *per* offense. Where the court finds that the infringer was not aware and had no reason to believe his/her acts constituted infringement, the award of damages can be reduced to not less than \$200. While an individual director’s actions might amount to a small violation, the risk in the case of a district wide pattern of violations could be enormous.

Often, more important is the action or threat of action itself. The copyright holder is unlikely to come after the individual director/teacher singly. The larger target is the school or district itself, and its leadership (school board). The embarrassment and real risk of loss of employment may not be worth the risk.

Keep in mind that a most serious consequence for a violation of the law and/or school/institution policy is *the loss of your job!*

*What if I don’t get caught?*

Publishers and copyright owners regularly say that they receive hundreds of reports each year from concerned parents, students and other teachers. Often these concerned citizens feel it is their duty as responsible adults to stop copyright infringement. What’s more, as role models for students, we can’t see why anyone would want to set an example that says “it’s all right to break the law when you don’t agree with it and probably won’t get caught.”

*Why does Music for All care?*

It would be easy to say – “because it’s the law.” That answer is far too simple.

As noted, “music” is protected by copyright. Under the copyright law, the copyright owner (the composer or his or her transferee) controls every aspect of the use of the created materials, not just the right to duplicate/photocopy and sell the work. The composer’s (copyright holder’s) rights include the right to duplicate the right to record the music, to arrange it and, perhaps most importantly for event organizers like MFA, the right to determine if, when and under what conditions it can be performed publicly.<sup>9</sup>

At a typical Bands of America fall regional championship, many “rights” are involved. Here is a list of some of them and how we apply them.

1. The composer has rights. BOA requires every band participating to provide evidence that the composer has given permission to arrange and perform the arrangement of the music. Almost to the very last composer (or composer agent), that permission says that the music cannot be duplicated or recorded in any form by the user, without further and specific permission.

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<sup>9</sup> Reed, Mary Hutchings. *IEG Legal Guide to Sponsorship*. Chicago, IL: International Events Group, Inc. 1989, p. 152, 193

Creators of music and other copyrighted literature earn their livings by making their creations. To encourage this, the United States created copyright laws. To take away the control of their creations is to steal from them.

2. There are rights associated with the arrangement. Most bands use a special arrangement of music. The arranger (or the band) gets permission to make the special arrangement from the composer. Just as above, almost to the very last composer (or composer agent), that permission says that the music (the new arrangement) cannot be duplicated or recorded in any form by the user, without further permission from the composer/original copyright owner. More often than not, the ownership of the arrangement (by form of contract/permission) reverts back to the original copyright holder. The arrangement (for a fee) or "work for hire" is limited to use by that band in that year. BOA requires bands to submit proof of permission to arrange.
3. The performer has rights. That would be you and your kids. In our applications, we require the band (on behalf of the kids) to give us permission to record and distribute your performance.
4. We—Music for All—have rights. We "own the event" and the performances at the event. We have secured the stadium, provided/produced the show, and invested in the process (an expensive one) of arranging for high quality video recordings. As a part of that process, we have to obtain permission to record, duplicate and distribute the copyrighted materials owned by others.

Those are just some of the rights.

*Why do we do our part in enforcing copyright laws? Here's why.*

Violation of the law is against the law and usually a breach of contract in the facilities we use. Under the copyright laws, the venue where a performance is held is responsible for and liable for any copyright violation in its facility. The venues, in turn, pass that obligation on to its Licensees in the form of Indemnification. The law reads this way because the actual person responsible for the violation (the performer or the person making the video or other recording) is long since gone, or too small a fish to be meaningful. Therefore the law says you can sue the building owner. Building owners, in turn, often pass the responsibility on to the promoter...in this case BOA. See the footnote below for a sample of typical contract language.<sup>10</sup>

While enforcement in court is rare, the threat of enforcement is real. Some choose to just "take their chances" or "look the other way." To do so at BOA would be contrary to our mission.

We will not present ourselves as an organization that teaches young men and women by example to "look the other way" at violations of the law. And, the devastating monetary risks of enforcement could destroy the organization.

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<sup>10</sup> Copyrighted Related Language (from a BOA stadium facility contract):

17.1 Copyrighted Usage. LICENSEE agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Alamodome during the term of the LICENSEE's Agreement complies with United States and any other applicable copyright law.

17.2. Indemnification. LICENSEE agrees to indemnify and defend at its own expense City of San Antonio, their officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use by LICENSEE or its designee of copyrighted materials in the Alamodome during the term of this Agreement.

This is exact language from our contract with the Alamodome. BOA is the LICENSEE.

*... in the end (the down and dirty practical)*

As a teacher (director), your primary duty is to abide by the laws of the United States and the policies of your District or institution. From a practical standpoint, for the director, this means:

1. Rehearse and perform music that you have bought (including sufficient parts for each student's use of the purchased original copy), or have a clear, application "fair use" exception.
2. Secure permissions for every special arrangement you use or have created for your use (typically for marching band). It's never been easier to obtain by:
  - a. Using Tresona resources (<https://tresonamusic.com>) – online and automated, free of administrative fees. Pay only the license fee.
  - b. Using the Copyright Services (services like Music for All's - <http://www.musicforall.org/resources/copyright/copyright-service> or CopyCat Music Licensing (<http://copycatlicensing.com>) – for an administrative fee, plus the costs of license.
  - c. Doing it yourself by researching name of the copyright or print right holder and its status (using MFA or other databases) *and* submitting standard "Request for Permission to Arrange" form or other written request.
3. Consider and remember that use of copyrighted or trade- or service-marked visual images is also protected and may require permission.
4. Do not record, duplicate or distribute (beyond one archival copy) any performance unless you have secured necessary mechanical (<https://tresonamusic.com>, <https://www.harryfox.com> or use of some other service) or synchronization (<https://tresonamusic.com>, (<http://copycatlicensing.com>) or via direct agreement with the rights holder)

*Back to where we started.*

Copyright infringement harms the Founding Fathers' intent. Creative people are entitled to earn a living. Indeed, creativity is often motivated by the potential for income. Our Founding Fathers recognized this and made it a tenet of our American society. Creations of an individual are "property" and fall generally under America's promise to protect life, liberty and property, and specifically, under the authority of the Congress to encourage and "promote the Progress of Science and useful Arts..."

Now, – you're an "*expert*."