

## Music Copyright Issues for Competitions & Camps

From: American Dance/Drill Team™

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Since mid May, we have been made aware of music copyright issues that will affect your use of music and public performance in the future. The **National Council of Dance** has worked together to research and hire legal counsel to advise us on making the best decisions to make sure we, **as well as our clients**, are working within the law. Below is a summary of what is our interpretation of the facts presented by our legal council in regards to music copyright law, licensing, etc. as it applies to dance teams. The rules and regulations will apply to **all dance team competitions**, whether they are with our company or others. If you participate in other events, you will have to abide by the rules set forth by those organizations and the rules affecting your use of music and performance. However, please know that these copyright laws **apply to all use of music** and not just individual companies and most of the laws have been in place for over 75 years. It **applies to both the director/coach/teacher**, as well as all dance camp and dance competition companies.

### Music Licenses

- American Dance/Drill Team has Dance Licenses from the three major groups representing songwriters, composers and music publishers with respect to the public using their music, for over 35 years. These companies are **ASCAP, BMI and SESAC**. Public performances by dance teams require a type of license called performance copyright licenses. Those three companies together, represent over 95% of all music copyright owners. American Dance/Drill Team currently holds licenses with these three licensees that enable us to play the music for instructional purposes at our camps. We also hold a Performance License/Dance Competition License from the applicable companies to cover our competitions.
- School Performance Licenses. ASCAP, one of the three performance licensing companies, advised that they do not seek Performance Licenses from K-12 schools because K-12 schools are **generally not pursued to purchase Performance Licenses**. The legal exemption for Performance licenses for educational institutions to the Performance can be found at <https://www.law.cornell.edu/uscode/text/17/110>. We recommend you consult with your school/district Fine Arts Director or administration regarding the need for Performance Licenses, if any, to perform routines at your own schools.

### What we are recommending for dance team directors

- You are allowed to use **one** (legally purchased i.e. iTunes, Amazon, Google Play, CD, etc.) **Licensed Song** and remove small or minimal sections (average audience would not notice the elimination) of the **Licensed Song** in order to get it within the proper time limits (you may do this yourself or you can pay to have it done). The reason that you cannot alter the **Licensed Song** with additional edits is that you are not purchasing a Custom/Permission license to create a **Derivative Work** from the licensor such as iTunes, Amazon, etc.
- You may also sequentially order several **Licensed Songs**, which have only been changed to achieve the proper length and play them in sequence. There should be a **1-2 second break** between Licensed Songs. You also may not modify the tempo to distort the original integrity of the music. Please know that neither American Dance/Drill Team™ nor our staff can be experts in detecting modifications or changes in every piece of music on the planet. We will be asking that each dance team director/coach to review this information and check a box that will verify that every copyrighted piece of music you are using at our contest (solos, duets, ensembles, officers, teams) has been purchased legally and not altered in any illegal manner, and will **'hold harmless' American Dance/Drill Team** from being liable if your music has violated any copyright laws. This will be a simple check box in your online registration process.

- You may place a sound effect or voiceover that you created or licensed from a third party between the Licensed Songs that you are using in the playlist chain. However, these Licensed Songs and each recorded voiceover/sound effect must be separated by at least a 1-2 second break. The Licensed Songs and/or sound effects and voiceovers cannot overlap or blend into each other. Teams may also do a **live** sound (clapping, shouting, etc.) during that 1-2 second break, as long as it is not part of the recording.
- If you are purchasing a Licensed Song music mix from an editing company, be sure to read their Licenses and Terms and Conditions to make sure that they have the appropriate licensing from the copyright holders to permit them to mix copyrighted material and then determine exactly what rights they are giving to you.
- Keep in mind that any infraction of the copyright laws can result in fines up to \$150,000.00 per occurrence. We have already heard from one director that received a warning for using a piece of music that was a commercial theme song for a dance at one of our 2016 competitions. There will always be one or more warnings before any fines are assessed.

### What we recommend that you not do as a dance team director

- You cannot mix music (unless you, personally, have the proper licenses to do so ***without the 1-2 second break***) or do any type of music sampling where you use snippets from a sound recording – often altered or enhanced in some manner – in a new sound recording. In other words, on your recording, multiple pieces of music ***cannot connect or touch*** other pieces of music or sound effects without the 1-2 second break. You would need a Customer/Permission License from both the artist and the record label.
- If you legally purchase a mix of music from a company (with the proper licenses), and you want to remove a section or combine it with a mix from a different source, you may not do this **without all the proper licensing**.

### Summary for dance team directors

1. Make sure you have legally purchased any ***Copyrighted or Licensed Song***
2. When considering a purchase of music from a mixing company, ensure that the company has proper licensing to mix, produce and license music to you for use at dance performances/contests.
3. If mixing yourself, you must leave a 1-2 second break between each piece of music, including sound effects on the recording.
4. When writing up your lesson plans for your dance or drill team classes, make sure to include your performances (pep rallies, contests, community events, football games, etc) as part of your curriculum. This will allow your ***public performances*** to be a part of their grade and will qualify under *educational purposes*, which should be allowed under *Fair Use*. <http://www.copyright.gov/fair-use/more-info.html>
5. Please understand that **American Dance/Drill Team** and our staff cannot be considered to have expertise on *every* piece of music known to mankind. We will **NOT** be the “*Music Police*” to penalize nor disqualify a team at our competitions that may or may not have questionable edits or modifications to their music. This is why we will ask for directors to verify that their music has been purchased legally by checking the *Terms and Conditions* box when registering online.

***It is our desire to make you aware of the U.S. Copyright laws that were created over 75 years ago and just recently brought to light to our industry. We want to make sure that both our company and our clients are educated and informed of the law as to not be placed in a situation to be penalized nor fined. In no way are our intentions to make it complicated for the upcoming season. We feel we have provided information that will make it fairly simple for everyone.***