

~~STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE
PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC
BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND
RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS'
PERFORMANCES OF SUCH WORKS FOR THE YEARS 2008-2015~~

Tariff No. 5

~~USE OF MUSIC TO ACCOMPANY LIVE EVENTS~~

~~GENERAL PROVISIONS~~

Short Title

PROPOSED TARIFF

Filed with the Copyright Board by Re:Sound on 2024-10-11 pursuant to subsection 67(1) of the
Copyright Act

Proposed Tariff Title: *Re:Sound Tariff 5.A – Recorded Music Accompanying Live Entertainment
(2026-2030)*

For the performance in public or the communication to the public by telecommunication, in
Canada, of published sound recordings embodying musical works and performers' performances
of such works.

Proposed Short Title: *Re:Sound Tariff 5.A (2026-2030)*

Effective Period: 2026-01-01 – 2030-12-31

**RE:SOUND TARIFF 5.A - RECORDED MUSIC ACCOMPANYING LIVE
ENTERTAINMENT (2026-2030)**

Short title

1. This tariff may be cited as ~~the~~ *Re:Sound Live Events Tariff, 2008-2015, 5.A (2026-2030)*.

Definitions

~~1. In this tariff,~~

~~“year” means a calendar year. (« année »)~~

~~Taxes~~

- ~~2.— All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.~~

~~Records and Audits~~

- ~~3.— (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.~~

~~(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.~~

~~(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person who was the subject of the audit.~~

~~(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.~~

~~Confidentiality~~

- ~~4.— (1) Subject to subsections (2) and (3), Re:Sound shall treat in confidence information received pursuant to this tariff, unless the person who supplied the information consents in writing to the information being treated otherwise.~~

~~(2) Re:Sound may share information referred to in sub-section (1)~~

~~(a) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;~~

~~(b) with the Copyright Board;~~

~~(c) in connection with proceedings before the Copyright Board, if Re:Sound has first provided a reasonable opportunity for the person that supplied the information to request a confidentiality order;~~

~~(d) to the extent required to effect the distribution of royalties, with its royalty claimants; or~~

~~(e) if ordered by law.~~

~~(3) Subsection (1) does not apply to information that is publicly available, or to information obtained from some one other than a person subject to this tariff and who is not under an apparent duty of confidentiality to that person.~~

~~Adjustments~~

- ~~5.— Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due.~~

Interest on Late Payments

~~Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.~~

Addresses for Notices

~~6. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, fax number: 416-962-7797, or to any other address, email address, or fax number of which the sender has been notified in writing.~~

~~(2) Anything addressed to a person subject to this tariff shall be sent to the last address, email address or fax number provided by that person to Re:Sound in writing.~~

Delivery of Notices and Payments

~~7. (1) A notice may be delivered by hand, by postage paid mail, by email, or by fax. A payment must be delivered by hand or by postage paid mail.~~

~~(2) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.~~

~~(3) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.~~

Transitional Provisions

~~8. Any amount owed as a result of this tariff shall be due on November 30, 2017.~~

~~9. Notwithstanding any reporting requirements otherwise set in this tariff, reports required for 2008 to 2015 shall be filed on or before November 30, 2017.~~

K. Theatrical, Dance and Other Similar Live Performances, 2008-2015

Definitions

2. In this tariff,

“admission” includes all persons entitled to attend the event including free admissions;

(«-entrée-»)

“event” means a single performance or show with a start and end time and a single location;

(«-événement-»)

“incidental” means the use of sound recordings at an event for either less than ten per cent (10%) of the length of the event or for less than ten (10) minutes in total duration for the event, excluding intermissions and the entrance and exit ~~of~~ audiences ~~before~~ and ~~after~~ the event. («-; (accessoire-)»)

“year” means a calendar year. (« année »)

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound ~~for the years 2008–2015~~, for the benefit of performers and makers, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers’ performances of such works as a part of any type of live entertainment event including theatrical, dance, acrobatic arts, integrated arts, contemporary circus arts or other ~~similar~~ live performances.

~~(2) This tariff does not apply to events that are subject to another Re:Sound tariff, including Re:Sound Tariffs 5.A–5.J.~~

~~(3) Where this tariff applies to an event, it applies to all uses of sound recordings at the event, whether inside or outside the venue, including sound recordings played during intermissions and during the entrance and exit of the audience, as well as the use of sound recordings as a part of the live entertainment.~~

~~(4)~~

~~(3) This tariff does not apply to events where sound recordings are not used as a part of the live entertainment and are only played during intermissions or during the entrance and exit of the audience. Where not otherwise subject to another Re:Sound tariff, such uses of sound recordings are subject to Re:Sound Tariff 3 (Background Music).~~

~~(5)~~

~~(4) This tariff applies in addition to Re:Sound Tariff 3 (Background Music) and any other applicable Re:Sound tariffs for any uses of sound recordings other than during the event.~~

Royalties

5. (1) The fee payable per event is

~~(a) 0.8¢ per admission,;~~

(a) where the use of sound recordings is incidental: 3.4¢ per admission; and

~~(b) 3.2¢ per admission;~~

(b) for all other events:

: 13.3¢ per admission.

(2) The royalties payable pursuant to paragraph subsection (1)(a) are subject to a minimum fee of ~~\$152.11~~ per event. The royalties payable pursuant to paragraph subsection (1)(b) are subject to a minimum fee of ~~\$30104.22~~ per event. Where royalties are paid for multiple events on an annual basis pursuant to subsection 46(2), they are subject to an annual minimum fee of ~~\$50173.70~~ instead of a minimum fee per event. For the purposes of calculating the minimum fee payable, an event may include multiple performances, performers and locations included within the same admission.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound, by no later than thirty (30) days after the event, the fee for that event together with a report of the name and location of the event and the number of admissions. If the number of admissions is not tracked, a good faith and reasonable estimate shall be provided. Where royalties are payable pursuant to paragraph subsection 5(1)(a), the report shall include the duration of use of sound recordings at the event in minutes, and the duration of use of sound recordings as a ~~per-~~centagepercentage of the total length of the event, excluding ~~inter-missions~~intermissions and the entrance and exit of audiences before and after the event.

(2) In the case of multiple events within a year, held by a person subject to this tariff single venue or presenting company, the venue or company shall file with Re:Sound, by January 31 of the following year, the fee for all events within the year and report the name and location of each event, the number of admissions per event, and whether the royalties are calculated pursuant to either para-graph subsection 5(1)(a) or 35(1)(b). If the number of admissions is not tracked, a good faith and reasonable estimate shall be provided. Where royalties are payable pursuant to para-graph subsection 5(1)(a), the report shall include for each event, the duration of use of sound recordings at the event in minutes, and the duration of use of sound recordings as a ~~per-~~centagepercentage of the total length of the event, excluding ~~inter-missions~~intermissions and the

entrance and exit of audiences before and after the event.

(3) Where the total royalties payable for a year under ~~sub-section~~ (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit and to any other Canadian collective society with a tariff applicable to similar events.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

(a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;

(b) in connection with the collection of royalties or the enforcement of a tariff, with any other Canadian collective society with a tariff applicable to similar events;

(c) with the Copyright Board;

(d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;

(e) to the extent required to effect the distribution of royalties; or

(f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to subsection (2)(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest. No adjustments to reduce the amount of royalties owed may be made in respect of an error discovered by the person subject to this tariff which occurred more than 12 months prior to notification to Re:Sound.

Late Payments and Reporting

10. (1) In the event that a person subject to this tariff does not pay the amount owed under the tariff by the due date, the person shall pay to Re:Sound interest calculated on the amount owed from the due date until the date the amount is received by Re:Sound.

(2) In the event that a person subject to this tariff does not provide the reporting information required under the tariff by the due date, Re:Sound may provide notice of that default (“Default Notice”). If the person does not cure the default within 30 days of receipt of a Default Notice by providing the reporting information that is past due and that is specified in the Default Notice, the person shall pay to Re:Sound interest calculated on the amount payable in respect of the period for which the reporting information is due, from the due date to the date that the reporting information is received by Re:Sound, less any interest paid pursuant to subsection (1).

(3) Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 175 Bloor St. E, Suite 703, Toronto, Ontario M4W 3R8, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A notice may be delivered by hand, by postage-paid mail, by email, or by file transfer protocol (FTP). A payment may be made by credit card or delivered by hand, by postage-paid mail, or by electronic bank transfer (EBT). Where a payment is delivered by EBT, the associated reporting shall be provided concurrently to Re:Sound by email.

(2) Anything mailed in Canada shall be presumed to have been received four business days after the day it was mailed.

(3) Anything sent by email, by FTP or by EBT shall be presumed to have been received the day it was transmitted.