

NEW YORK CITY TRANSIT AUTHORITY  
MUSIC UNDER NEW YORK PERMISSION FORM

The New York City Transit Authority (the "Authority") hereby grants permission, in no event to be assignable or transferable, for the period of time set forth herein and subject to cancellation at any time by the Authority to \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Musician", to enter or be upon or about the premises of the Authority designated herein, at the locations specified herein, solely for the purpose of conducting musical performances; provided, however, that this permission shall be of no force and effect unless and until said Musician agrees to and executes this Permission and the General Release that has been made part of this form and further acknowledges and agrees that he or she, when conducting musical performances in the Metropolitan Transportation Authority's ("MTA") "Music Under New York" program, will comply with the following regulations, which are specified for the safety of the general public, the safety of the Musician, and the convenience of the Authority.

1. Musical performances by the Musician shall take place only at the locations and times designated herein or as otherwise specified in writing by the Community Relations Department of the MTA;
2. The Musician may not make any use of the Authority's electrical system however, use of light-weight, portable battery-powered amplification is permissible, subject to the requirements of section 5 below;
3. The Musician shall not use any visual or audiovisual device;
4. The number of Musicians performing at any given time at any "musician's box," i.e., the location(s) specified for performance, shall not exceed five (5) except in extraordinary circumstances when the Authority gives such permission in writing;
5. The Musician shall obey immediately any order of any employee of the Authority or the MTA to perform more quietly; to halt a performance; or to interrupt a performance temporarily;
6. Musical performances by the Musician must not impede transportation services or the access, ingress, or egress of the Authority's passengers;
7. Musicians may not solicit from the public, but may accept donations by members of the public in appreciation of their musical performance. Musicians may not display signs which in any way request contributions. The only information which Musicians may display on a sign is their name and telephone number.

8. Musician hereby consents to having the MTA and/or the Authority take photographs of him or her and to the use of such photographs without charge or other credit in any news releases, publicity campaigns, educational material, and other material issued by the Authority or MTA.
9. The Musician shall carry the permit provided to it by the MTA at all times when on the property of the Authority in connection with the exercise of the permission herein granted and shall immediately produce same upon request of any employee of the MTA or the Authority.

This permit shall extend only to the following performance(s) (specify location(s), date(s) and time(s)):

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The Musician hereby agrees that this permission shall extend only to musical performances conducted in accordance with the above-mentioned regulations and does not extend to any other albeit lawful or illegal acts by the Musician. The Musician shall at all times conduct himself or herself as a law-abiding citizen, shall at all times not interfere with the operations of the Authority, and shall abide by and obey rules, regulations, orders or directions of any official, employee, agent, or servant of the Authority or MTA. The Musician further agrees that his or her failure to comply with this permission shall subject him or her to summary ejection, without recourse, from the properties of the Authority.

In addition, I, the Musician named above, in consideration for the granting of the permission set forth above and made a part hereof, do hereby assume all risk of injury to my person, including death, or loss of or damage of my property resulting from being upon or about the right of way, premises, structures, or rolling stock of the Authority in connection with the exercise of the permission granted herein; and further, for myself and my heirs, next of kin, successors and assigns hereby release and forever discharge the Authority from any and all claims, demands, actions and causes of action which might in any way arise out of the injury to my person, including death, and/or loss of or damage to my property resulting from being upon or about said right of way, premises, structures, power or rolling stock of the said Authority in connection with the exercise of the permission granted herein, whether due in whole or in part to the acts or omissions, negligence or otherwise of the members, agents, employees, servants, licensees, or invitees of the Authority.

Further, I, the Musician named above, in consideration of the granting of the permission hereby requested, do hereby agree to be solely responsible for (1) all physical injuries (including death) to all persons, including, but not limited to, passengers, intending passengers, employees of the Authority, the MTA and/or the City of New York and (2) damage to property including, but not limited to, the property of passengers, intending passengers, the Authority, the MTA, or the City, which results from being upon

or about the right of way, premises, structures, or rolling stock of the Authority in connection with the exercise of the permission herein granted, whether due in whole or in part to the acts or omissions, negligence or otherwise of the members, agents, servants, licensees, or invitees of the Authority.

I further agree to indemnify the Authority for any and all losses, expenses, including, but not limited to, reasonable attorney fees, damages or claims for damages (including damages related to copyright infringement or a claim thereof), which arise or appear to arise in connection with the exercise of the permission herein granted, whether due in whole or in part to the acts or omissions, negligence or otherwise of the members, agents, servants, licensees, or invitees of the Authority.

I have read, understand, and agree to abide by the terms and conditions set forth in the permission contained herein. In addition, I have read the general release carefully and understand it entirely. I am freely and voluntarily assuming the risks set forth herein, releasing the Authority from any and all liability arising out of the exercise of the permission granted herein and agree to indemnify the Authority as set forth above.

I, \_\_\_\_\_ of \_\_\_\_\_, the Musician herein named, do freely and voluntarily execute the above permission and general release.

Signed: \_\_\_\_\_  
Musician: \_\_\_\_\_  
(Please Print)  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
(Signature)  
Date: \_\_\_\_\_

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