

GENERAL LICENSE AGREEMENT – ADULT ENTERTAINMENT ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and LICENSEE,

LICENSEE Legal Name: _____

LICENSEE Business Name: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

(Check one) Individual Owner Corporation Partnership LLC Other _____

as follows:

1. Grant; Term of License

(a) ASCAP grants, and LICENSEE accepts, for a term of one (1) year, commencing _____ and continuing thereafter for additional terms of one (1) year each unless terminated by either party as hereinafter provided, a license to perform publicly at the Adult Entertainment Establishment(s) (*see definitions below*) (check one) same legal address as above same mailing address as above (other address; *please complete*) _____

and at the locations listed on the premises form attached and made a part hereto (the "Premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the ASCAP Repertory (*see definitions below*).

(b) This Agreement shall operate to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Any assignment of this Agreement shall require ASCAP's prior written approval. No assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment, provided, however, that assignee may accept the obligations of assignor upon written notice to ASCAP.

(c) Either party may, on or before thirty (30) days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given, the Agreement shall terminate on the last day of such initial or renewal term.

(d) Upon a change in a Premises address, LICENSEE shall notify ASCAP immediately of such new address, which shall be incorporated herein.

2. Limitations on License

(a) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises.

(b) This license does not authorize live concert performances at the Premises when tickets for such live concert performances can be purchased from or through Outside Ticket Services (*see definitions below*).

(c) This license does not authorize performances occurring outside the Premises, including but not limited to conventions, trade-shows and third-party events.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (i) performance of a Dramatico-

Musical Work (*see definitions below*) in its entirety; (ii) performance of one or more musical compositions from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; or (iv) performance of a concert version of a Dramatico-Musical Work.

(e) This license does not authorize performances on the premises by means of a "Coin-operated Phonorecord Player" (*see definitions below*) that is licensed by the Jukebox License Office ("JLO") or via another ASCAP license. For the avoidance of doubt, neither the JLO license nor such other license would authorize performances by means of a jukebox that is activated by dancers or LICENSEE's employees.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule and Statement of Operating Policy, which is attached hereto and made a part hereof. For multiple premises, LICENSEE shall complete the premises form listing the LICENSEE'S premises and their addresses and the Total Authorized Occupancy as of that date. LICENSEE warrants and represents that the information LICENSEE sets forth on the premises form and Statement of Operating Policy is true and correct as of the date hereof.

(b) LICENSEE shall submit an amended premises form upon a change in the Total Authorized Occupancy and shall certify the truth and accuracy of such changes. Such amended premises form shall be used to determine the license fees for the next license period.

(c) LICENSEE shall pay the annual license fee for the initial license term upon execution of this Agreement and for subsequent license terms no later than thirty (30) days after the anniversary date of this Agreement.

(d) If LICENSEE pays the annual license fee in accordance with subparagraph 3(c), LICENSEE shall be entitled to a discount to the applicable license fee for such year as set forth on the Rate Schedule, pursuant to conditions set forth therein, provided that no license fees remain due and owing under this or any other prior ASCAP license.

(e) LICENSEE agrees to pay ASCAP any applicable charge levied by banks or other financial institutions for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to ASCAP, but in no event less than \$35.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE agrees to pay a finance charge on the license fees

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due of 1½% per month, or the maximum rate permitted by the law of the state in which the Premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) Governmental Entities (*see definitions below*) may impose special taxes or levies on ASCAP related to the licensing of public performances. Accordingly, in the event that LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, then LICENSEE agrees to pay to ASCAP the full amount of such tax, provided that (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees.

(h) If LICENSEE discontinues the performance of music at all the Premises, LICENSEE or ASCAP may terminate this Agreement upon thirty (30) days notice, the termination to be effective at the end of the thirty (30) day period. In the event of such termination, ASCAP shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. Fees shall be considered fully earned if music is performed at any Premises. For purposes of this Agreement, a discontinuance of music shall be one in effect at all premises for at least thirty (30) days.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty (30) days notice to cure the breach or default, and in the event that it has not been cured within the thirty (30) day period, this license shall terminate on the expiration of that period without further notice from ASCAP to LICENSEE.

5. Interference in ASCAP's Operations

Governmental Entities from time to time may enact laws that create obstacles to ASCAP's licensing of public performances. Accordingly, in the event of either (a) any major interference with the operations of ASCAP in the Governmental Entity in which LICENSEE is located, by reason of any law of such Governmental Entity; or (b) any substantial increase in the cost to ASCAP of operating in such Governmental Entity, by reason of any law of such Governmental Entity, which is applicable to the licensing of performing rights, ASCAP shall have the right to terminate this Agreement immediately and shall refund to LICENSEE any unearned license fees paid in advance.

6. Notices

Notices of termination under this Agreement shall be given only if mailed to the other party by registered or certified U.S. Mail or sent by generally recognized same-day or overnight delivery service. Unless stated otherwise, all other notices required or permitted to be given by either party to the other hereunder shall, in addition to

the methods set forth above, also be given if sent by first class U.S. Mail, facsimile or electronic mail (e-mail) transmission. Notices to ASCAP shall be sent to the attention of VP of General Licensing as follows: (a) if by U.S. Mail, to the ASCAP address set out above; (b) if by facsimile, to 678-239-3555; and (c) if by electronic mail, to glcs@ascap.com. Notices to LICENSEE shall be sent to the mailing address, facsimile number or electronic mail address set out above. Each party agrees to inform the other of any change of address and/or contact information.

7. Definitions.

(a) "Adult Entertainment Establishment" shall mean an establishment that provides entertainment primarily for adults such as, but not limited to, striptease, erotic, nude or semi-nude performances, and includes, but is not limited to, burlesque houses, gentlemen's clubs, strip clubs, go-go bars and similar establishments.

(b) "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions written and copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(c) "Coin-operated Phonorecord Player" is a machine or device that (i) is employed solely for the performance of non-dramatic musical works by means of phonorecords [compact discs, for example] upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission at the time of performance; (iii) is accompanied by a list which is comprised of the titles of all of the musical works available for performance on it, and is affixed to or otherwise appears on the phonorecord player, or is posted in the establishment in a prominent position where it can be readily examined by the public at the time of performance; and (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located at the time of performance [as distinguished from the establishment's employees or performers].

(d) "Dramatico-Musical Work" shall mean a work such as, but not limited to, a musical comedy, opera, play with music, revue, or ballet.

(e) "Governmental Entities" shall mean states, territories, dependencies, possessions or political subdivisions.

(f) "Outside Ticket Services" shall mean third-party services distributing tickets to the public for events at the Premises, such as, but not limited to, Ticketmaster, Ticketweb and Ticketron.

(g) "Total Authorized Occupancy" shall mean the total allowable occupancy of the premises under the local fire or similar regulations.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE, this ____ day of _____, 20__.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS
By: _____
NAME: _____
TITLE: _____

LICENSEE _____
By: _____
NAME: _____
TITLE: _____

(For "Title", fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner"; (c) If individual owner, write "individual owner.")