

LICENSE AGREEMENT-INDIVIDUAL BOWLING CENTERS

Agreement

between the American Society of Composers, Authors and Publishers ("ASCAP"), an unincorporated New York membership association, located at 2 Music Square West; Nashville, TN 37203

and

("LICENSEE"), located at

as follows:

1. Grant And Term Of License

(a) ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly at the bowling center known as

(the "premises"); number of lanes:

and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement, "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement, and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term of one year commencing _____, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license does not authorize: (i) 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 music-on-hold telephone systems operated by LICENSEE at the premises; and (ii) performances by means of music services (such as Muzak).

(c) 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" 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;
- (iv) performance of a concert version of a "dramatico-musical work".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, choral work, opera, play with music, revue or ballet.

(d) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

(e) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

(f) This license does not authorize any concert or other performance at the premises for which a separate admission, fee, cover, donation, minimum or similar charge is made to attend.

3. License Fees

(a) In consideration of the license granted herein, for each year of this Agreement LICENSEE agrees to pay a license fee which shall be calculated in accordance with the Rate Schedule attached to and made a part of this Agreement. LICENSEE represents and warrants that the number of lanes set forth in paragraph 1.(a) above is true and correct as of the effective date of this Agreement.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Payments

(a) The license fee for this first term of this Agreement shall be payable upon the execution of this Agreement. License fees for each subsequent year of this Agreement shall be due and payable by January 31 of each year.

(b) LICENSEE agrees to give ASCAP thirty days prior written notice of any change in the number of lanes at the premises. If the number of lanes increases, LICENSEE agrees to pay ASCAP the increased license fee effective as of the date of such change, whether or not written notice of such change has been given pursuant to this subparagraph. If the number of lanes decreases and provided that LICENSEE gives ASCAP written notice pursuant to this subparagraph, LICENSEE shall be entitled to a pro rata credit for any unearned license fees paid in advance. If LICENSEE fails to give written notice of a decrease in the number of lanes pursuant to this subparagraph, any reduction and credit shall be effective thirty days after LICENSEE gives ASCAP written notice of the change.

(c) ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to enter the premises to verify the number of lanes. Upon ASCAP'S reasonable request, LICENSEE shall make available to ASCAP its books, records, or other documents of LICENSEE which set forth the number of lanes of the premises.

5. 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 days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP'S operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE or the premises is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by United States Mail or by generally recognized same-day or overnight delivery service. Each party agrees to notify the other of any change of address.

8. Applicable Law

The meaning of the provisions of this Agreement shall be construed in accordance with the laws of the State of New York.

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 _____

LICENSEE

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)