

# LICENSE AGREEMENT - INDIVIDUAL RV PARKS AND CAMPGROUNDS

**Agreement** between American Society of Composers, Authors and Publishers ("SOCIETY"), located at

2 Music Square West, Nashville, TN 37203

and \_\_\_\_\_  
("LICENSEE"), located at \_\_\_\_\_  
\_\_\_\_\_

as follows:

## 1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing \_\_\_\_\_ and continuing thereafter for additional terms of one year each, unless terminated by either party as hereinafter provided, a license to perform publicly at the "RV park or campground" (as hereinafter defined) located at \_\_\_\_\_

(the "premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) The term "RV park or campground" shall mean an area of real property, typically a field, park or other open-air site, customarily used for temporary lodging by tent, recreational vehicle or other transportable means, and with not more than 20% of lodging space in permanent structures (e.g., cabins).

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

(d) 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 hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

## 2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(d)" hereof.

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

(c) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. §116.

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

(e) This license does not authorize performances in any hotel or motel situated on the premises.

(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 and to which members of the general public who are not registered lodgers of the premises may be admitted.

(g) 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" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) 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" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall, include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

### 3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY for each calendar year of the term hereof, the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "Licensees Operating Policy." The term "Licensee's Operating Policy" means the factors that determine the license fee applicable under the Rate Schedule, including (i) the number of "campsites" (as hereinafter defined) and (ii) the total annual "Live Entertainment Costs" (as hereinafter defined), if any, for the premises.

(b) The term "campsites" as used in this Agreement includes, but is not limited to, tent sites, RV spaces and designated lodging areas located at the premises.

(c) The term "Live Entertainment Costs," as used in this Agreement, means all direct expenditures of every kind and nature (whether in money or any other form) paid by LICENSEE or by anyone on LICENSEE's behalf for any and all live entertainment in connection with which music is performed at the premises, including expenditures to or for:

- (i) staff members who perform music instrumentally or vocally, or who perform or entertain in conjunction with live or mechanical music. Such costs for staff members who perform music or entertain in conjunction with live or mechanical music shall include a percentage of the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services. Such percentage of reasonable value of all accommodations or services shall be the same as the percentage of the staff member's time dedicated to entertainment services compared with all other services such staff member performs; or
- (ii) nonstaff or outside entertainment, including entertainment during which live music or mechanical music is used in any manner whatsoever (e.g., a comedian introduced by live or mechanical music; an acrobat, clown, costumed character or juggler accompanied by live or mechanical music; or singers or dancers who "lip-synch" to music). Such costs for nonstaff entertainment shall include the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services.

If LICENSEE and SOCIETY fail to agree as to the reasonable value of such accommodations or services, the same shall be fixed at a sum equal to one-half of the prevailing rate charged to registered lodgers of the premises for such accommodations or services.

(d) LICENSEE shall submit reports to SOCIETY upon entering into this Agreement, and on or before April 1, of each succeeding year during the term hereof, which shall state: (i) the total number of campsites located at the premises and the applicable license fee pursuant to Paragraph I.(A) of the Rate Schedule; (ii) LICENSEE's total annual Live Entertainment Costs for the preceding calendar year for the premises (or if no live entertainment was presented in the preceding calendar year, an estimate of anticipated Live Entertainment Costs for the current calendar year) and the applicable license fee pursuant to Paragraph I.(B) of the Rate Schedule; and (iii) the total license fee due for the premises for the current calendar year.

(e) LICENSEE shall pay SOCIETY the license fee due hereunder for the initial calendar year hereof upon entering into this Agreement and, for each succeeding calendar year, on or before April 1 of each such year.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to LICENSEE, LICENSEE shall pay to SOCIETY the full amount of such tax.

### 4. Audits

(a) SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of LICENSEE, but only to such extent as may be necessary to verify any Statement of Operating Policy required to be submitted pursuant to this Agreement. SOCIETY shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) SOCIETY shall give LICENSEE not less than thirty (30) days written notice of its intention to make such an examination.

(c) The period for which SOCIETY may examine and verify pursuant to this Agreement shall be limited to three calendar years, preceding the year in which the examination is made; provided, however, that if an examination is postponed at the request of LICENSEE, SOCIETY shall have the right to examine and verify for the period commencing with the third calendar year preceding the year in which notification of intention to examine and verify was first given by SOCIETY to LICENSEE; and, provided further, that in the event such examination reveals a deficiency, then such examination may cover the additional preceding three calendar years.

(d) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1 1/2 % per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(e) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1 1/2% per month from the date SOCIETY demands payment of such amount.

**5. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY 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 SOCIETY. Thereafter, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

**6. Interference in SOCIETY's Operations**

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights,

SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

**7. Notices**

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission, (i.e., facsimile, Mailgram or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above.

Each party agrees to inform the other of any change of address.

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

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE \_\_\_\_\_

By \_\_\_\_\_

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.)