

LICENSE AGREEMENT - Conventions, Expositions, Industrial Shows, Meetings and Trade Shows

Agreement between American Society of Composers, Authors and Publishers (“SOCIETY”), located at 2 Music Square West, Nashville, TN 37203 and

 (“LICENSEE”), located at _____

Tel: _____ Fax: _____ Email: _____
as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term commencing _____, and continuing thereafter for additional terms of one (1) year each unless terminated by either party as provided in this Agreement, a license to perform publicly or cause to be performed publicly, in the United States, its territories and possessions, at “functions” (as defined below) presented in conjunction with each LICENSEE “event” (as defined below) and via LICENSEE’s “event website” (as defined below) and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions now or hereafter during the term of this Agreement in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) 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 under this Agreement as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(c) Either party may, on or before thirty (30) days prior to the end of the initial term or any renewal term, give written 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) (i) The term “event” as used in this Agreement shall mean a conference, congress, convention, exposition, industrial show, institute, meeting, seminar, teleconference, trade show or other similar scheduled activity of LICENSEE of not more than fourteen (14) days duration.

(ii) The term “function” as used in this Agreement shall mean any activity conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with any LICENSEE event which is open only to attendees.

(iii) The term “attendees,” as used in this Agreement, shall mean all individuals who attend a LICENSEE event.

(iv) The term “premises” as used in this Agreement, shall mean all locations used for functions at LICENSEE’s events.

(v) The term “event website” as used in the Agreement, shall mean a website or Internet application operated by LICENSEE or its agent through which attendees may attend virtually, whether live or on a delayed or archived basis, any LICENSEE event.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law, devolution or otherwise, except as provided in Paragraph 1(b), and is limited strictly to the LICENSEE, LICENSEE’s event(s), LICENSEE’s event website, and to the premises where each function shall be presented.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or by wireless means or otherwise, of renditions of musical compositions in SOCIETY’s repertory to persons outside of the premises where each function shall be presented. Nothing in this Paragraph 2(b) shall be deemed to limit LICENSEE’s right to transmit renditions of musical compositions in SOCIETY’s repertory to attendees in connection with teleconferences pursuant to Paragraph 1(d)(i) of this Agreement or in connection with transmissions through LICENSEE’s event website.

(c) This license shall be limited to performances of music during functions conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with LICENSEE’s events which are open only to attendees.

(d) This license does not authorize performances of music on LICENSEE’s event website other than performances made in direct connection with LICENSEE’s events.

(e) This license does not authorize performances made at LICENSEE’s events that are open only to LICENSEE’s employees and their personal guests.

(f) 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; and
- (iv) performance of a concert version of a “dramatico-musical work.”

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

In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fees as set forth in the rate schedule attached to and made a part of this Agreement.

4. Reports and Payment of License Fees

- (a) Upon the execution of this Agreement, LICENSEE shall submit to SOCIETY:
 - (i) a report showing all the information necessary to estimate LICENSEE’s annual license fee for the first year of this Agreement; and

- (ii) payment of the applicable license fee for the first year of this Agreement.
- (b) For each subsequent license year during the term of this Agreement, LICENSEE shall submit to ASCAP on or before the anniversary date of the Agreement:
 - (i) a report showing all the information necessary to determine LICENSEE's annual license fee for the preceding license year. If the report shows additional license fees due for the previous license year, the payment shall be due within thirty (30) days of the date of an invoice from ASCAP. If the report shows an overpayment of license fees for the previous license year, LICENSEE shall receive a credit in that amount, applicable to its next payment(s) of license fees. ASCAP shall provide to LICENSEE report forms free of charge; and
 - (ii) payment of the applicable license fee for that license year, as estimated, based on the annual license fee for the previous license year, and subject to subsequent adjustment as provided by subparagraph 4(b)(i).
- (c) SOCIETY shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty (30) days written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any reports or fees rendered pursuant to this Agreement.
- (d) SOCIETY shall consider all data and information coming to its attention as the result of LICENSEE's submission of reports or as the result of any examination of LICENSEE's books and records hereunder as completely and entirely confidential.
- (e) In the event LICENSEE shall fail to pay any license fees when due to SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.
- (f) 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 its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

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 (30) days written notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty (30) days, this license shall terminate on the expiration of such thirty (30) day period without further notice from SOCIETY.

6. Interference with 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 the 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 thirty (30) days written notice, and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All 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 615-691-7795; 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.

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

AMERICAN SOCIETY OF COMPOSERS, LICENSEE _____

AUTHORS AND PUBLISHERS

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____