

# LICENSE AGREEMENT – SPECIAL EVENTS

**Agreement** between American Society of Composers, Authors and Publishers (“ASCAP”), a 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 and LICENSEE accepts a license to perform publicly or cause to be performed publicly at “Special Events” presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the “ASCAP repertory.” For purposes of this Agreement,

(i) “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 prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(ii) “Special Events” means events and functions which take place on a limited basis, and, in no event, more than three times per year. “Special Events” include, but are not limited to, talent and variety shows, air, sea and balloon shows, pageants, parades, and fashion shows. Special Events do not include, for example, musical performances in restaurants, bars, or similar facilities, circuses, concerts and recitals, “battle of the bands” and similar events.

(b) This license shall be for an initial term commencing \_\_\_\_\_ and ending December 31 of the same calendar year, 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 December 31 of the year in which notice is given.

## 2. Limits on License

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to the LICENSEE and to the premises. This license does not authorize any other performances other than those given at the premises during the course of the Special Event, nor does it authorize performances given by anyone else at the premises or at any other time.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, Internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of the premises.

(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” (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.

- (e) 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.
- (f) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.
- (g) This license does not extend to performances by LICENSEE or during any Special Event for which ASCAP has issued a license covering the Special Event to a third party.

### **3. License Fees**

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee based on the Rate Schedule, attached to and made a part of this Agreement.
- (b) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a \$25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

### **4. Reports and Payments**

- (a) Thirty days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating (i) whether Special Events were presented during the previous quarter; (ii) the type, name, date and location of each Special Event; (iii) the total number of days of each Special Event; (iv) the "Live Music Entertainment Costs" (as defined in the Rate Schedule) of each Special Event; (v) the license fee due for each Special Event and (vi) the total license fees due for the previous quarter.
- (b) If the Special Event is a "Benefit Event," the report shall contain the information contained in paragraph 4(a) above and the name and address of the organization for which the benefit is conducted. "Benefit Event" means an event which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause to which all the proceeds from the event, after deducting the reasonable costs of producing the event, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause.
- (c) License fees shall be payable at the time the quarterly report is submitted. The minimum annual fee shall be payable within thirty days of invoicing by ASCAP.
- (d) ASCAP shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty days written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any statements of LICENSEE'S Operating Policy rendered pursuant to this Agreement. ASCAP shall consider all data and information coming to its attention as the result of the submission of statements of LICENSEE'S Operating Policy or as the result of any examination of LICENSEE'S books and records hereunder as completely and entirely confidential.

### **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. Additional Termination Provision**

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 is located or in which LICENSEE presents Special Events, 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, generally recognized same-day or overnight delivery service, or by transmitting the notice electronically to the other party's last known facsimile number or e-mail (or similar electronic transmission) address. 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 governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

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.)