

GENERAL LICENSE AGREEMENT - RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

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

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 premises located at (check one) same legal address as above same mailing address as above (other address; please complete) _____

(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 the 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 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.

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 annexed hereto and made a part hereof. LICENSEE represents and warrants that the Statement of Operating Policy is true and correct as of the date hereof.

(b) License fees due under this Agreement shall be paid pursuant to either subparagraph 3(b)(i) or 3(b)(ii).

(i) Full Payment. 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.

(ii) Installment Payments. LICENSEE shall pay the annual license fee in quarterly installments of one-quarter (1/4) the annual license fee upon execution of this Agreement and thereafter no later than thirty (30) days after the close of each quarterly period. Notwithstanding the above, if any license fees from any year remain due and owing for a period of more than ninety (90) days, any unpaid portion of LICENSEE's license fees for such year(s) will be immediately due and payable.

(c) If LICENSEE pays the annual license fee in full in accordance with subparagraph 3(b)(i), LICENSEE shall be entitled to a discount to the applicable license fee for such year as set forth on the Rate Schedule, provided that no license fees remain due and owing under this or any other prior ASCAP license. LICENSEE will not be eligible for any discount if LICENSEE pays its license fee in installments or pays fees for seasonal or occasional performances.

(d) 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.

(e) 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 due of 1 1/2% 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.

(f) Governmental Entities (see definitions below) may impose special taxes or levies on ASCAP related to the licensing of

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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.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give ASCAP notice of any change in LICENSEE's Operating Policy (*see definitions below*) and shall, at such time, furnish to ASCAP a current Rate Schedule and Statement of Operating Policy and shall certify that it is true and correct. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty (30) days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the applicable license fee, LICENSEE agrees to pay ASCAP the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph 4(a) hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the applicable license fee, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given ASCAP written notice of such change. If LICENSEE fails to give ASCAP such written notice within thirty (30) days of such change, any reduction and credit shall be effective thirty (30) days after LICENSEE gives ASCAP written notice of the change. ASCAP reserves the right to verify the basis for any reduction and/or credit and may reject or reverse any such reduction and/or credit if no basis for such reduction and/or credit exists.

(d) If LICENSEE discontinues the performance of music at 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. For purposes of this Agreement, a discontinuance of music shall be one in effect for at least thirty (30) days.

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 (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.

6. 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.

7. 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 615-691-7795; and (c) if by electronic mail, to gles@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.

8. Definitions.

(a) "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.

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

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

(d) "Operating Policy" shall mean all of the factors that determine the total license fee applicable to the Premises under the Rate Schedule.

(e) "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.

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."