

CONCERTS AND RECITALS-BLANKET LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers

("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

by _____

("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 concerts or recitals ("concerts") in the United States 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 "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.

(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. Limitations 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 where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which the information required under Paragraph 3. of this Agreement has not been provided.

(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 where each concert shall be presented.

(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 the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) 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.

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

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for each concert presented based on the Rate Schedule, attached to and made a part of this Agreement.

(b) Fifteen 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 whether concerts were presented during the previous quarter. For each concert presented during the previous quarter, the report shall state:

- (i) the date presented;
- (ii) the name of the attraction(s) appearing;
- (iii) the name, location and seating capacity of the venue where the concert was presented (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);
- (iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed \$5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
- (v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert 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, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause;
- (vi) the license fee due for each concert; and

- (vii) the total license fees due for the previous quarter.
- (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) If LICENSEE presents, sponsors or promotes a concert with another person or entity licensed under ASCAP's Concert & Recital License Agreement, LICENSEE'S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (e) If LICENSEE fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.
- (f) LICENSEE shall furnish to ASCAP, where available, at the same time payment of license fees is made a program containing a list of all musical works, including encores, performed in each of LICENSEE'S concerts.
- (g) 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. 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.

5. Right To Verify Reports

- (a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.
- (b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE'S request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP'S right to audit for the full three calendar years preceding the year in which notification was given.
- (c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.
- (d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.

6. Additional Termination Provisions

(a) 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 concerts 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.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Blanket Concert and Recital Licenses at the same time.

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.)