

LICENSE AGREEMENT - Music School

Agreement between American Society of Composers, Authors and Publishers (“ASCAP”), 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 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 on the “Premises” (as hereinafter defined) and at “Student Recitals” (as hereinafter defined), and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the “ASCAP Repertory” (as hereinafter defined).

(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 hereunder 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 notice of termination to the other. If such notice is given this agreement shall terminate on the last day of such initial or renewal term.

(d) Definitions.

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

(ii) “Premises” means all locations owned or engaged by LICENSEE for the purpose of music instruction to students.

(iii) “Student Recitals” means any live performance by students of LICENSEE that is presented, conducted or sponsored exclusively by or under the auspices of LICENSEE at any venue with a seating capacity of 1,000 or less.

2. Limitations on License.

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in paragraph “1(b)” hereof, and is limited to the LICENSEE, the Premises and venues where Student Recitals are presented. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided, nor does it authorize any public performances at any venue where Student Recitals are presented other than those given as part of Student Recitals.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of the Premises and outside of the venues where Student Recitals are presented.

(c) This license does not authorize any performance by means of a coin-operated phonorecord player

(jukebox) otherwise covered by the statutory license provisions of 17 U.S.C. § 116.

(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 is limited to performances occurring in the course of music instruction activities by LICENSEE and does not authorize any performance which is not rendered in the course of such instruction activities, except that this license shall extend to performances at Student Recitals.

3. Reports and License Fee.

(a) LICENSEE shall furnish quarterly reports to ASCAP upon entering this Agreement and on or before the succeeding January 31, April, 30, July 31 and October 31 of each year, on forms supplied free of charge by ASCAP. The report to be submitted upon entering this Agreement shall state (i) the number of LICENSEE’s Premises; (ii) the number of estimated ticketed Student Recitals for that calendar quarter; and (iii) the license fees due for that quarter. The report to be submitted on or before each succeeding quarterly due date shall state the number of (i) LICENSEE’s Premises as of that quarterly due date and (ii) actual ticketed Student Recitals during the previous quarter; and (iii) the license fees due for that quarter.

(b) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the rate schedule annexed hereto and made a part hereof. The license fees for each subsequent license year shall be the license fee for the preceding year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

(c) LICENSEE shall pay ASCAP the license fees due hereunder as follows: (i) Upon entering this Agreement, the license fees due for the first quarter of this Agreement as shown by the report due at that time; and (ii) by each succeeding quarterly due date, the license fees for the then current quarter, and any additional license fees due for the previous quarter, as shown by the report due on that date.

(d) In the event LICENSEE shall be delinquent in payment of license fees due to ASCAP by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1.5% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

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 (30) days 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 ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

5. Interference in ASCAP's Operations.

In the event of:

(a) any major interference with the operations of ASCAP 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 ASCAP 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,

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

6. Notices.

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information within thirty (30) days of such change.

All required notices and reports are to be sent to:

Account Services Department
ASCAP
PO Box 331608
Nashville, TN 37203-9998

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

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.)



MUSIC SCHOOL

2016 Rate Schedule

Account Number: Premise Name:

\$236.00 per location per year plus \$20.00 per ticketed recital

I. ANNUAL LICENSE FEE BASED ON NUMBER OF LOCATIONS:

1. TOTAL NUMBER OF LOCATIONS

2. LICENSE FEE PER LOCATION **x \$236.00**

A. LICENSEE FEE BASED ON NUMBER OF LOCATIONS (Line 1. x Line 2.) **\$**

II. COMPUTATION OF LICENSE FEE BASED NUMBER OF TICKETED RECITALS:

1. NUMBER OF TICKETED RECITALS IN REPORTING QUARTER

2. LICENSE FEE RATE **x \$20.00**

B. LICENSE FEE BASED ON NUMBER OF TICKETED RECITALS (Line 1. x Line 2.) **\$**

III. TOTAL LICENSE FEE CALCULATION:

C. TOTAL LICENSE FEE DUE **\$**

[Line I.2.(A.) + Line II.2.(B.)]

Annual License Fee For Calendar Year 2017 and Thereafter

The annual license fee for each calendar year commencing in 2017 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October, rounded to the nearest \$0.50.

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:



MUSIC SCHOOL

2016 Quarterly Report Form

Account Number: Premise Name:

\$236.00 per location per year plus \$20.00 per ticketed recital

Circle the Appropriate Reporting Quarter (based on calendar year)

1st (due April 30th) 2nd (due July 31st) 3rd (due October 31st) 4th (due January 31st)

I. ANNUAL LICENSE FOR NEW LOCATIONS:

1. TOTAL NUMBER OF NEW LOCATIONS

2. LICENSE FEE PER NEW LOCATION **x \$236.00**

A. LICENSEE FEE BASED ON NUMBER OF NEW LOCATIONS (Line 1. x Line 2.) **\$**

II. COMPUTATION OF LICENSE FEE BASED NUMBER OF TICKETED RECITALS:

1. NUMBER OF TICKETED RECITALS IN REPORTING QUARTER

2. LICENSE FEE RATE **x \$20.00**

B. LICENSE FEE BASED ON NUMBER OF TICKETED RECITALS (Line 1. x Line 2.) **\$**

III. TOTAL LICENSE FEE CALCULATION:

C. TOTAL LICENSE FEE DUE **\$** .
[Line I.2.(A.) + Line II.2.(B.)]

Annual License Fee For Calendar Year 2017 and Thereafter

The annual license fee for each calendar year commencing in 2017 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October, rounded to the nearest \$0.50.

Contact Person & Title
Phone Number: - - Ext: Fax Number: - -
Email: Website:
I certify the above information is true and correct.
Dated: / / Signature:

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>