

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."



RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILIAR ESTABLISHMENTS Rate Schedule & Statement of Operating Policy for Calendar Year 2016

Licensee Business Name:
Premise Address:

Instructions: Enter the corresponding Rate Per Occupant according to the use of music in your business

Music Type	Rate Per Occupant	Fee
1. Live Music (check no more than one box if applicable)		
<u>Frequency Per Week</u>		
4 - 7 nights	\$5.88 <input type="checkbox"/>	
3 nights or less	\$4.91 <input type="checkbox"/>	
Enter the rate checked above here:		\$ _____
2. Recorded Music* (check no more than one box if applicable)		
If Live Music is not used	\$3.43 <input type="checkbox"/>	
If Live Music is also used (must also check a box in Section 1).	\$2.27 <input type="checkbox"/>	
Enter the rate checked above here:		\$ _____
3. Enhancements to Recorded Music* (check box if applicable, must also check a box in Section 2)		
	\$1.98 <input type="checkbox"/>	
Enter the rate checked above here:		\$ _____
4. Admission or Cover Charge* (check box if applicable)		
	\$1.98 <input type="checkbox"/>	
Enter the rate checked above here:		\$ _____
5. Television and/or Radio* (check box if applicable, Skip this Section if you checked a box on line 1 or 2).		
	\$1.30 <input type="checkbox"/>	
Enter the rate checked above here:		\$ _____
6. Total Rate Per Occupant (Add lines 1 - 5)		\$ _____
7. Total Premises Occupancy Enter 1,000 if Occupancy is greater than 1,000 (If premises occupancy is not established by the local fire or similar authority, use the following formula: Total Square footage of entire premise _____ /20 = Occupancy).		
8. Occupancy Fee		
A. Multiply line 7 by line 6.	8a \$	_____
B. Enter the amount from line 8a, or \$366.00, whichever is higher. (if no boxes are checked in Sections 1 - 5, enter \$0)	8b \$	_____
9. Jukebox Fee* (skip this Section if our jukebox is currently licensed separately)		
	\$172.00 <input type="checkbox"/>	\$ _____
10. Annual License Fee (Add the amounts from Boxes 8b and 9)		\$ _____

*See notes on Page 2 for explanation

I certify that the information contained herein is true and correct. (complete only upon change in Operating Policy

Signature: _____ Date: _____

Name: _____

Print Name



NOTES TO RATE SCHEDULE

Recorded Music (Line 2). This fee applies for the performance of music by mechanical or electronic devices, including, but not limited to, tapes, records, compact discs and other digital audio formats (e.g. MP3), videocassette, DVD and other digital audiovisual formats. This fee applies for performances by jukeboxes that do not meet the definition of "Coin-Operated Phonorecord Player" as defined below.

Enhancements to Recorded Music (Line 3). This fee applies for the use of added features to recorded music such as, but not limited to, karaoke, DJs, emcees, dancing, shows, acts or games.

Admission or Cover Charge (Line 4). This fee applies if an admission, cover, or similar charge exists at any time for a part or the entire premises.

Television and/or Radio (Line 5). The use of televisions and/or radios that are utilized for the reception of broadcast, satellite or cable programming when no live music (Line 1) or recorded music (Line 2) is performed and paid for under this license, and when such television and/or radio performances do not meet the exemption provided for in 17 U.S.C. Section 110(5).

Jukebox Fee (Line 9). This fee applies for performances by means of devices, commonly called "jukeboxes," that meet the definition of "Coin-Operated Phonorecord Player" as set forth in the U.S. Copyright Law and that are not otherwise licensed through a compulsory license, a license from the Jukebox License Office, or an ASCAP license other than this license. The U.S. Copyright Law currently defines a Coin-Operated Phonorecord Player as a machine or device that (1) is employed solely for the performance of nondramatic musical works by means of phonorecords [compact discs, for example] upon being activated by the insertion of coins, currency, tokens, or other monetary units or their equivalent; (2) is located in an establishment making no direct or indirect charge for admission; (3) is accompanied by a list comprised of the titles of all the musical works available for performance on it, and is affixed to the machine or device or posted in the establishment in a prominent position where it can be readily examined by the public; and (4) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located [as distinguished from the establishment's employees or performers].

ADJUSTMENTS TO ANNUAL FEES

FEES FOR SEASONAL PERFORMANCES

If the Premises is only open seasonally, the fees due for periods up to four (4) months of operation are one-half (1/2) the annual license fees (Line 10). For each additional month or partial month the fee is increased by one twelfth (1/12) the annual license fees (Line 10). In no event shall the seasonal performances be more than the annual license fee (Line 10) or less than \$366.00, if any boxes in Sections 1-5 are checked, or less than \$172.00, if only the box in Section 9 is checked.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three (3) or fewer days/nights per month, the annual fee is the applicable annual fee for the policy as if such highest policy were in effect for three (3) or less days/nights per week. For policies in effect for any six (6) or fewer days/nights per calendar year, the fee is one-third (1/3) the applicable annual fee for the policy as if such policy were in effect for three (3) or less days/nights per week. In no event shall the occasional performances be less than \$366.00, if any boxes in Sections 1-5 are checked, or less than \$172.00, if only the box in Section 9 is checked.

DISCOUNTS

One Year Payment

Full payment of applicable annual license fees (Line 10) upon the execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles Licensee to a 10% discount on such annual license fees.

Two Year Payment

Full payment of applicable annual license fees (Line 10) for two (2) years upon execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles LICENSEE to a 15% discount on such aggregated two-year annual license fee payment. For purposes of calculating the two-year payment, fees for the second year shall equal the fees for the first year (Line 10) but shall be subsequently adjusted upon the release of the second-year rates.

LICENSE FEES FOR 2017 SEASON AND THEREAFTER

The license fees for each calendar year commencing 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.