

LICENSE AGREEMENT-INDIVIDUAL YMHA/YWHA/JCC

Agreement

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

_____ located at

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing _____, and continuing thereafter for additional terms of one year each, unless terminated by either party as hereinafter provided, a license to perform publicly at each location, owned or operated by LICENSEE, where public performances of music are rendered ("the premises"), and not elsewhere, non-dramatic performances of the separate musical compositions now or hereafter during the term of this Agreement in the repertory of SOCIETY, and of which SOCIETY shall have the right to license.

For the purposes of this Agreement, each of the premises shall be separately specified on Schedule "A" annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided, and shall be classified as either a "Full Facility," "Partial Facility" or "Outdoor Facility" as those terms are hereinafter defined:

- (i) the term "Full Facility" shall mean a building having an indoor gymnasium;
- (ii) the term "Partial Facility" shall mean a building not having an indoor gymnasium; and
- (iii) the term "Outdoor Facility" shall mean a conference center, outdoor physical recreation area or campground not otherwise qualifying as a Full Facility or Partial Facility.

(b) The term "gymnasium" shall mean a room with appropriate space for various indoor sports activities which may be associated with a program of physical education.

(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) 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.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in Paragraph "1(d)" hereof, and is limited to LICENSEE and to each premises set forth on Schedule "A."

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside the premises.

(c) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. § 116.

(d) This license does not authorize any concert or other performance to which an admission fee, cover, minimum or similar charge is made (on a per-event basis, subscription basis or otherwise) and to which non-members of LICENSEE or the general public are admitted.

(e) 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.

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee for each premises, as set forth in the Rate Schedule printed below and made a part hereof, based on "LICENSEE's Classification" (as hereinafter defined). The term "LICENSEE's Classification," as used in this Agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said Rate Schedule.

(b) LICENSEE shall furnish to SOCIETY, by March 1 of each year during the term of this Agreement: (i) a statement showing all additions to and deletions from the premises listed on Schedule "A", including the address of each such premises, the date of the addition or deletion and the classification of the premises (Full Facility, Partial Facility or Outdoor Facility), and Schedule "A" shall thereafter be deemed amended to include or exclude such premises; and (ii) the license fee for each such premises.

(c) LICENSEE shall pay SOCIETY the license fee due hereunder, in advance, on or before March 1 of each year during the term hereof, for that calendar year.

(d) If LICENSEE fails to pay any license fees when due, LICENSEE shall pay a finance charge on the past due fees at the rate of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date the license fees were due.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY 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 days, this license shall terminate on the expiration of such thirty-day period without further notice from SOCIETY.

5. Interference in SOCIETY's Operations

In the event of:

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

SOCIETY shall have the right to terminate this Agreement forthwith by written notice.

6. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail sent to either party, or where applicable, to the appropriate address stated above. Each party agrees to inform the other of any change of address.

In **WITNESS WHEREOF**, this Agreement has been duly executed by SOCIETY and LICENSEE this ____ day of _____, 20____ .

**AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS**

By _____

TITLE _____

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.)

Report Due With Payment: / /

- (1) \$270.00 for each Full Facility;
- (2) \$ 88.00 for each Partial Facility; and
- (3) \$179.00 for each Outdoor Facility

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