

**LICENSE AGREEMENT - CONVENTIONS, EXPOSITIONS,  
INDUSTRIAL SHOWS, MEETINGS AND TRADE SHOWS TEN OR  
MORE EVENTS PER YEAR**

# Agreement

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

("LICENSEE"), 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 provided in this Agreement, a license to perform publicly or cause to be performed publicly, in the United States, its territories and possessions, at each LICENSEE "event" and at "functions" presented in conjunction with each LICENSEE "event" and not elsewhere, non-dramatic renditions 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 such performing rights.

The term "event" as used in this Agreement shall mean a conference, congress, convention, exposition, industrial show, institute meeting, seminar, teleconference, trade show or other similar scheduled activity of LICENSEE of not more than fourteen days duration.

The term "function" as used in this Agreement shall mean any activity conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with any LICENSEE event which is open only to "attendees."

The term "attendees" as used in this Agreement shall mean all individuals who register or pay to attend a LICENSEE event.

(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 under this Agreement as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(c) Either party may, on or before ninety days prior to the end of the initial term or on or before thirty days prior to the end of any renewal term, give written notice of termination to the other. If such notice is given, the license shall terminate on the last day of such initial or renewal term.

## 2. Limitations on License

(a) This license is not assignable or transferable by operation of law, devolution or otherwise, except as provided in Paragraph "1(b)," and is limited strictly to the LICENSEE, to LICENSEE's event(s) and to the "premises" where each function shall be presented. The term "premises" as used in this Agreement, shall mean all locations used for functions at LICENSEE's events.

(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 of the premises where each function shall be presented. Nothing in this Paragraph, "2(b)", shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in SOCIETY's repertory to attendees in connection with teleconferences pursuant to Paragraph "1 (a)" of this Agreement.

(c) This license shall be limited to performances of music during events and functions conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with LICENSEE's events which are open only to attendees.

(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" 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;
- (iv) performance of a concert version of a "dramatico-musical work."

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

In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fee for each event as set forth in the rate schedule attached to and made a part of this Agreement.

#### 4. Reports of Events and Payment of License Fees

(a) No later than January 15 of each year, LICENSEE shall submit to SOCIETY:

- (i) a list of LICENSEE's events for such year, showing the dates and location of each event, and the estimated number of attendees at each event; and
- (ii) a list of LICENSEE's events for the preceding year, showing the dates and location of each event, and the actual number of attendees at each event.

(b) The license fees payable under this Agreement shall be paid as follows:

- (i) estimated license fees for the current calendar year shall be paid in advance in three equal installments, each due no later than January 15, May 15 and September 15 of such year.
- (ii) any additional fees, resulting from adjustments based on LICENSEE's list of the actual number of attendees at LICENSEE's events during the preceding year, shall be paid within ten days of the date on which LICENSEE receives SOCIETY'S billing of such additional fees, and any credit resulting from such information shall be credited toward the license fee payment next due.

(c) SOCIETY shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty days written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any statements of LICENSEE regarding the number of attendees at LICENSEE's events.

(d) SOCIETY shall consider all data and information coming to its attention as the result of the submission of statements of LICENSEE regarding the number of attendees at LICENSEE's events or as the result of any examination of LICENSEE's books and records hereunder as completely and entirely confidential.

(e) In the event LICENSEE shall fail to pay any license fees when due to SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

#### 5. 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 days written 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.

#### 6. Interference With 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 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 thirty days written notice, and shall refund to LICENSEE any unearned license fees paid in advance.

#### 7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if, (a) mailed to the other party by registered or certified United States Mail; or (b) sent by electronic transmission (i.e., mailgram, facsimile or similar transmission); or (c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the 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 \_\_\_\_\_,

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.)



**CONVENTIONS, EXPOSITIONS, INDUSTRIAL  
SHOWS, MEETINGS AND TRADE SHOWS  
TEN OR MORE EVENTS PER YEAR**  
*2015 Rate Schedule*

For purposes of computing license fees under this Rate Schedule, the number of Attendees shall include all persons who have registered or paid to attend LICENSEE's event, but shall exclude those persons required to produce LICENSEE's event, service contract personnel, temporary personnel, accredited members of the media, and persons serving as exhibitor personnel.

**Fees Per Event For Calendar Year 2015**

The fee shall be \$0.0856 times the number of Attendees per event, based on the greater of the number of "Attendees" reported by LICENSEE to SOCIETY pursuant to this Agreement or the number as reported by LICENSEE to (i) *Trade show Week Data Book*, published by Trade show Week, or (ii) any other publication.

**MINIMUM ANNUAL FEE**

The minimum fee payable hereunder shall be \$735.00

**Fees Per Event For Calendar Year 2016 and Thereafter**

The annual license fee set forth in this Rate Schedule will apply for calendar year 2015. Rates for each subsequent calendar year will be 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. Such adjustments to license fees shall be rounded to the nearest one-thousandth cent.



Premise Name:

[illegible]

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

ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 615-691-7795 (FAX)  
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>