

## LICENSE AGREEMENT - BUSES

# 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 on all buses which means all United States registered motorcoaches owned or operated by LICENSEE that are equipped for the performance of music and specified on Schedule A, attached to and made a part of this Agreement, as it may be amended as hereinafter provided (the "Licensed Buses") and not elsewhere or otherwise, non-dramatic renditions by mechanical means and not otherwise 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 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 a one year term commencing \_\_\_\_\_ and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of a calendar year. If such notice is given, the license shall terminate on the last day of the year in which notice is given.

### 2. Limitations On License

(a) This license is not assignable or transferable without the prior written consent of the parties.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, website or otherwise, of renditions of musical compositions in the ASCAP repertory to persons outside of the Licensed Buses.

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

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, choral work, opera, play with music, revue or ballet.

(d) This license is limited to performances of audio and audio-visual performances of music by mechanical means and does not authorize any live performances.

(e) 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.

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

### **3. License Fees, Reports & Payments**

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP for each calendar year of the term hereof a fee computed in accordance with the Rate Schedule attached to and made a part of this Agreement.

(b) LICENSEE shall furnish reports to ASCAP upon entering into this Agreement and on each January 15, April 15, July 15 and October 15 during the term hereof, as follows:

- (i) The report to be furnished upon entering into this Agreement and on January 15 of each subsequent year shall list each Licensed Bus and its identification or license plate number and shall specify the total license fees due for all Licensed Buses listed on Schedule A.
- (ii) The reports to be furnished by LICENSEE on April 15, July 15 and October 15 of each contract year of this Agreement shall indicate any additions to the current list of Licensed Buses during the preceding calendar quarter, and Schedule A shall thereafter be deemed amended to include such Licensed Buses upon full payment by LICENSEE to ASCAP of the license fee due for such additional Licensed Buses.

(c) LICENSEE shall pay to ASCAP the annual license fee for the first year of this Agreement upon the execution of this Agreement. License fees for subsequent years shall be payable by January 15 of each year, simultaneously with submission of the Schedule A required by paragraph 3.(b)(i) above. LICENSEE shall make three additional payments resulting from any additions to Schedule A on April 15, July 15 and October 15 of each contract year. Upon receipt of each payment and Schedule A from LICENSEE, all of the Licensed Buses listed on Schedule A shall be licensed retroactive to the beginning of the contract year in which the payment was made.

(d) Upon thirty (30) days' written notice to LICENSEE, ASCAP shall have the right to review LICENSEE's books, records and/or other documents of LICENSEE which set forth the number of buses operated by the Licensed Members.

(e) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment that it is not made within thirty days of its due date.

### **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. 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 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 Individual Bus License Agreements at the same time.

### **6. Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending the notice to the other party 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.

#### **7. 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.)



# **BUSES AND MOTORCOACHES**

## ***2016 Rate Schedule***

**For the Period January 1, 2016 through December 31, 2016**

The annual license fee for each bus or motorcoach owned or operated by LICENSEE and equipped for the performance of music shall be \$80.50.

### **Annual License Fee For Calendar Year 2017 and Thereafter**

The annual license fee set forth in this Rate Schedule will apply for calendar year 2016. 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. Any such adjustment shall be rounded to the nearest \$.25.

**ASCAP**

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

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



# BUSES AND MOTORCOACHES

## 2016 Report Form

Account Number:

Premise Name:

**For the Period January 1, 2016 through December 31, 2016**

The annual license fee for each bus or motorcoach owned or operated by LICENSEE and equipped for the performance of music shall be \$80.50.

### Annual License Fee For Calendar Year 2016 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for calendar year 2016. 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 preceeding October and the next preceding October. Any such adjustment shall be rounded to the nearest \$.25.

Total Number of All Currently Licensed Buses:

Effective as of:  /  /

\*Reports are due Quarterly: Jan 15 (for Oct - Dec), Apr 15 (for Jan - Mar), Jul 15 (for Apr - Jun), Oct 15 (for Jul - Sep) indicating any additions or deletions.

This Report is being submitted for the Report Quarter: ☐ Jan - Mar ☐ Apr - Jun ☐ Jul - Sep ☐ Oct - Dec

	Licensed Bus	License Plate Number	Addition Effective Date* (Fees are not proratable.)	Deletion Effective Date* (Fees are not proratable.)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14**				

**\*\*You may copy this form or phone our office for additional report forms if more buses are to be reported**

Contact Person & Title	<input type="text"/>		I certify the above information is true and correct.
Phone Number:	<input type="text"/> - <input type="text"/> - <input type="text"/> Ext: <input type="text"/>	Signature:	
Fax Number:	<input type="text"/> - <input type="text"/> - <input type="text"/>	Dated: <input type="text"/> / <input type="text"/> / <input type="text"/>	
Email:	<input type="text"/>	Website: <input type="text"/>	

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

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