

LICENSE AGREEMENT- TRUCKS, VANS, TRAILERS AND SIMILAR VEHICLES

Agreement

between American Society of Composers, Authors and Publishers ("ASCAP"), a New York membership association, 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 and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly from trucks, vans, trailers and similar vehicles operated under the auspices of LICENSEE for purposes of marketing or promotion of a product or service, and not elsewhere or otherwise, non-dramatic renditions 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 prior to or 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 an initial term commencing _____ and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to LICENSEE and LICENSEE's performances emanating from and audible only within the immediate vicinity of the trucks operated by LICENSEE (referred to in this Agreement as the "Premises") and does not authorize any other performances by LICENSEE or at the locations where the trucks park.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises.

(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 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

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee based on the Rate Schedule, attached to and made a part of this Agreement.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a \$25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Reports and Payments

(a) Thirty days after the end of each calendar quarter, LICENSEE shall submit a report to ASCAP stating (i) the number of vehicles operated during the previous calendar quarter; (ii) the number of days each vehicle operated; (iii) the number of days on which mechanical music was presented by each vehicle; (iv) the dates on which live music was presented in connection with the operation of each vehicle; (v) the dates on which there was a direct or indirect admission, cover, minimum, entertainment or similar charge to hear the performances; and (vi) the "live entertainment costs" in connection with events at which live entertainment was presented.

(b) License fees for each calendar quarter shall accompany the report.

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 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.

6. Additional Termination Provision

(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 or in which LICENSEE presents concerts 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 License Agreements – Trucks, Vans, Trailers and Similar Vehicles at the same time.

7. Notices

ASCAP or LICENSEE may give any notice required by this agreement by sending it 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.

8. 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: _____

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".



Account Number:

 Premise Name:

Reporting for the quarter: to , 2016.*[illegible]

Mechanical Music Fee: + **Live Music Fees:**
 Total Column (3) x \$14.25 = \$ Dates with Charge = Total Column (5) x .0175 = \$
 Dates without Charge = Total Column (7) x .01 = \$

[illegible]

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

Email:		Website:	
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I certify the above information is true and correct.

Dated:

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 Signature: _____

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

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