



## LICENSE AGREEMENT – CARNIVAL

**AGREEMENT** between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (“ASCAP”), located at 2 Music Square West, Nashville, TN 37203

and \_\_\_\_\_ (“LICENSEE”), located at \_\_\_\_\_

as follows:

### 1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly at presentations of LICENSEE’S carnival, at each of the locations where such presentations shall be offered (“the premises”), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) This license shall be 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. Either party may, on or before thirty 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 license shall terminate on the last day of the term in which notice is given.

(c) 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 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 subparagraph “1(c)” hereof.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of 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 public performances at concerts or recitals conducted at the premises before, during or after the carnival for which a separate admission fee, cover, minimum or similar charge is made.

(e) This license is limited to LICENSEE, the premises, and performances occurring in the course of and as part of the carnival conducted at the premises.

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

(g) 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;



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(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**

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule annexed hereto and made a part of this Agreement, based on “LICENSEE’s Operating Policy.” The term “LICENSEE’s Operating Policy,” means the factors that determine the license fees applicable under the Rate Schedule.

### **4. Reports and Payments of License Fees**

- (a) LICENSEE shall submit reports to ASCAP within thirty days of entering into this Agreement and on or before May 1 of each succeeding year.
- (b) The report to be submitted within thirty days of entering into this Agreement shall state the estimated number of separate ride(s) and attraction(s); including, but not limited to, fun houses, haunted houses and games of skill and chance, available at the premises for the current calendar year.
- (c) The reports to be submitted on or before May 1 of each succeeding year shall state the actual number of ride(s) and attraction(s) at the premises for the preceding calendar year.
- (d) LICENSEE shall pay ASCAP the license fees due hereunder as follows:
  - (i) Within thirty days of entering into this Agreement, the estimated license fees due for the first calendar year of this Agreement as shown by the report due by that date; and
  - (ii) By each succeeding May 1, the estimated license fees for the then current calendar year, and any additional license fees due for the previous calendar year, as shown by the report due on that date, provided, however, that if the report shows that the total estimated license fees paid in advance for the previous calendar year was greater than the license fees due for that year, LICENSEE shall receive an on account credit in the amount of the difference.
- (e) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.
- (f) If 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, and (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, LICENSEE shall pay to ASCAP the full amount of such tax.

### **5. Audit**

ASCAP shall have the right, by its duly authorized representative, at any time during customary business hours, to examine the records of LICENSEE, but only to such extent as may be necessary to verify the reports referred to herein and payments based thereon. ASCAP shall consider all data and information coming to its attention as the result of such examination as completely and entirely confidential.

### **6. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may give LICENSEE thirty days notice to cure such breach or default, and in the event such breach or default has not been



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cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP.

### 7. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or the premises are located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to ASCAP 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 or performing rights,

ASCAP shall have the right to terminate this Agreement with respect to LICENSEE, forthwith by notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

### 8. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail sent to either 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 ASCAP and LICENSEE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE \_\_\_\_\_

By \_\_\_\_\_

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.)



## 2016 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: 



 Premise Name:

**Annual License Fee**

1-10	\$ 413.00
11-20	\$ 625.00
21-25	\$ 834.00
26-30	\$ 1,246.00
31-35	\$ 1,665.00
36-40	\$ 2,080.00
Over 40	\$ 2,498.00

### ANNUAL LICENSE FEE FOR CALENDAR YEAR 2017 AND THEREAFTER

The annual license fee for each calendar year commencing 2017 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

Number of Rides and Attractions: 

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**License Fee:** \$ 

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Contact Person: \_\_\_\_\_  
(Please print Contact's Name) (Please print Contact's Title)

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

Email: \_\_\_\_\_ Website: \_\_\_\_\_

I certify the above information is true and correct.

Dated: 



 / 



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Signature: \_\_\_\_\_

**ASCAP**

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

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