

LICENSE AGREEMENT – FAMILY SHOWS

Agreement between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (“ASCAP”) with offices at 2 Music Square West, Nashville, TN 37203,

and _____ (“LICENSEE”)

located at _____

as follows:

1. Grant and Term of License

(a) ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly as part of “Family Shows” presented by or under the auspices of LICENSEE and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the “ASCAP repertory.” For purposes of this Agreement,

(i) A “Family Show” means a concert or stage show presented by LICENSEE that meets all of the following criteria:

- (A) The show is presented at the same, single location (the “premises”);
- (B) No alcoholic beverages of any kind are served at the premises before, during or after the show;
- (C) A minimum of one hundred (100) shows are given during each calendar year of the license;
- (D) The premises has a maximum seating capacity of four thousand (4,000); and
- (E) The same program is offered for extended periods. When programs change on a regular basis, such shows shall require an ASCAP Concert License Agreement.

(ii) “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.

(iii) “All-Branson Group” means thirty (30) or more ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The All-Branson Group shall include ASCAP Family Show Operator Licensees that are located outside of Branson, Missouri, provided that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Licensee that is located in Branson, Missouri.

(iv) “Branson Shows Group” means ten (10) or more ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The Branson Shows Group shall include Family Show Operator Licensees that are located outside of Branson, Missouri, provided that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Operator Licensee that is located in Branson, Missouri.

(v) “Gross Revenue” means all monies received by each LICENSEE or on LICENSEE’s behalf from the sale of tickets for each Family Show. Gross Revenue shall not include per ticket sales, amusement and entertainment taxes; commissions and fees paid to automated ticket distributors, such as “Ticketmaster,” ticket brokers or tour bus operators.

(b) This license shall be for an initial term commencing _____ and continuing thereafter for additional terms of one year each, provided, however, that either ASCAP or LICENSEE may terminate this license as of the end of the initial or any additional term by giving the other thirty (30) days’ written notice.

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 limited to LICENSEE and to the premises where each Family Show is presented, and does not authorize any performances other than those given at the premises as part of licensed Family Shows presented by or under the auspices of LICENSEE.

(c) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, webcasting or on-line service, or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises where each Family Show shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances, or any performance of a "dramatico-musical work" in its entirety, or a concert version of a "dramatico-musical work." For purposes of this Agreement, a dramatic performance shall mean a performance of a musical composition in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action, including, but not limited to, any "dramatico-musical work, in whole or in part, or the performance of any composition from any "dramatico-musical work" in a manner that recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such "dramatico-musical work" (whether or not such "dramatico-musical work" was presented on the stage or in motion picture form). The use of dialogue to establish a theme or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic. The term "dramatico-musical work" includes, but is not limited to, an opera, operetta, musical comedy, play with music, revue, ballet or like production.

(e) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies that have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory, if so directed by the member(s) in interest.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition, provided, however, that ASCAP shall provide LICENSEE with written notice prior to excepting any particular composition from the license grant pursuant to this Section.

(g) 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.

(h) This license shall not extend to any performance presented or promoted by LICENSEE at any premises that occurred prior to the effective date of this license.

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee for each Family Show as follows:

(i) If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the All-Branson Group, then the license fee for each show shall be .55% of Gross Revenue.

(ii) If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the Branson Shows Group, then the license fee for each show shall be .575% of Gross Revenue.

(iii) If LICENSEE submits its reports and payments individually, then the license fee shall be .65% of Gross Revenue.

(b) If LICENSEE's report and payment are submitted as part of the All-Branson Group or the Branson Shows Group and such group fails to collect and submit reports for the minimum required number of theatres, or if such group fails to submit reports and payment by the due date for a reporting period, then LICENSEE shall pay license fees for such period as set forth in paragraph 3(a)(iii) above.

(c) LICENSEE shall pay a late payment fee of 1.5% per month from the date due or the maximum amount permitted by law, whichever is less, on any required payment or report that is not made or submitted within thirty (30) 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) LICENSEE shall furnish reports and payments to ASCAP upon the execution of this Agreement and within thirty (30) days after the end of each calendar quarter. LICENSEE may submit such reports and payments to ASCAP individually, as part of the All-Branson Group, or as part of the Branson Shows Group.

(ii) The reports shall include for each Family Show presented by LICENSEE:

- (A) the name of the Family Show;
- (B) the date(s) presented;
- (C) the name, location and seating capacity of the venue where presented;
- (D) the "Family Show's Gross Revenue"; and
- (E) the license fee due for each Family Show presented by LICENSEE in that quarter.

(ii) Contemporaneously with the payment to ASCAP of license fees due from LICENSEE, LICENSEE shall furnish to ASCAP a program or a list of all musical works, including encores, performed during each Family Show licensed hereunder. The list shall contain, in addition to the dates and venues of the Family Shows, to the extent available, the name or title of the work and the identity of a writer or publisher of a work, or the name of an artist or performer, if any, associated with the work.

(iii) If LICENSEE owns or operates a family show theatre at which other Family Shows are presented by third parties, then, thirty (30) days in advance of such presentations, LICENSEE shall provide ASCAP the name of the show and the name, address and telephone number of the legal entity presenting such show(s).

(b) License fees shall be payable at the time each report is submitted.

5. Right To Verify Reports

(a) Upon thirty (30) days' written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made to ASCAP pursuant to this Agreement. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential, and such data and information shall only be disclosed to such employees and representatives of ASCAP as require access to such data and information for purposes of completing the audit and servicing LICENSEE's account. No third parties will be given access to such data and information without prior written approval of LICENSEE, or prior notice given to LICENSEE in the event such disclosure is required by court order or other process.

(b) The period for which ASCAP may examine LICENSEE's books and records of account pursuant to this Agreement shall be limited to three calendar years preceding the year in which the examination is made; provided, however, that, if an audit is postponed at LICENSEE's request, then ASCAP shall have the right to examine books and records for the period commencing with the third calendar year preceding the year in which notification of intention to examine was first given by ASCAP. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement.

(c) If any such examination shows that the license fees due ASCAP from LICENSEE have been underpaid by 5% or more, then LICENSEE shall pay a late payment fee on the balance shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows that the license fees from due ASCAP from LICENSEE have been underpaid by less than 5%, then LICENSEE shall pay a late payment fee on the balance shown due of 1.5% per month from the date ASCAP demands payment of such amount. However, no such late payment charge shall be assessed if payment of the license fee balance shown due is made within forty-five (45) days of receipt of written notification from ASCAP of underpayment.

6. Breach or Default

Upon LICENSEE's breach or default of any payment, accounting or substantive reporting obligations required under the terms of this Agreement, ASCAP may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within thirty (30) days of said notice, ASCAP may then terminate this license.

7. Additional Termination Provision

ASCAP shall have the right to terminate this license upon thirty (30) 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 or any LICENSEE is located or in which LICENSEE present Family Shows that 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.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by Certified United States Mail, return receipt requested or by generally recognized same-day or overnight delivery service or facsimile or other electronic transmission, provided that a copy is also sent by first class mail, return receipt requested. Each party agrees to notify the other of any change of address.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE on _____, 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.)



Telephone #: _____ Fax #: _____ Email Address: _____

[illegible]

TOTAL FEES DUE \$

ASCAP WILL NOT ACCEPT REPORTS AND PAYMENTS AT THE GROUP RATES WHEN DIRECTLY SUBMITTED TO ASCAP BY AN INDIVIDUAL LICENSEE, NOR WILL SUCH REPORTS BE DEEMED A PART OF THE GROUP REPORT UNLESS RECEIVED ON TIME AND AS PART OF THE GROUP REPORT.

Expiration Date: Month **Year**

For Internal Use Only: CC Processed By: _____ Date _____