

LICENSE AGREEMENT-TRAINING AND DEVELOPMENT SESSIONS, Agreement

between American Society of Composers, Authors and Publishers
("SOCIETY"), located at

2 Music Square West, Nashville, TN 37203

by _____ ("LICENSEE"), located at

as follows:

1. Grant And Term Of License

(a) SOCIETY grants and LICENSEE accepts for a one year term commencing _____, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at any place where LICENSEE conducts training and development sessions, educational or informational seminars, or similar presentations (collectively, "presentations"), which are open only to "attendees" (the "premises"), and not elsewhere, non-dramatic renditions, by mechanical means and not otherwise, of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights. The term "attendees" as used in this Agreement means all individuals who register or pay to attend presentations conducted by LICENSEE.

(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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(c) 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.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(b)" hereof.

(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. Nothing in this subparagraph "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.

(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 is limited to performances of music by mechanical means and does not authorize any live performances.

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

(f) 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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fee for each presentation as set forth in the Fee Schedule attached to and made a part of this Agreement, based on "LICENSEE's Operating Policy". The term "LICENSEE's Operating Policy, as used in this Agreement, shall mean all of the factors which determine the license fee applicable to each presentation under the attached Fee Schedule.

(b) LICENSEE shall submit to SOCIETY no later than January 31, April 30, July 31 and October 31 of each year:

- (i) written notice of each presentation conducted during the preceding calendar quarter, on forms supplied free of charge by SOCIETY, stating the date of the presentation, the address of the premises and the LICENSEE's Operating Policy for each presentation; and
- (ii) payment of the applicable license fee for all presentations presented during the preceding calendar quarter, provided, however, that LICENSEE shall submit payment of an amount not less than the applicable minimum annual license fee for each calendar year together with the report due by April 30 of each year, and provided further, that if the amount of the payment so submitted is greater than the amount otherwise shown due by the report, LICENSEE shall receive an on account credit in the amount of the difference.

(c) 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.

(d) 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.

4. Audit

- (a) 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's Operating Policy required by this Agreement.
- (b) SOCIETY shall consider all data and information coming to its attention as the result of the submission of statements of LICENSEE's Operating Policy or as the result of any examination of LICENSEE's books and records hereunder as completely and entirely confidential.

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 the 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 or performing rights, SOCIETY shall have the right to terminate this Agreement forthwith by thirty days written notice.

7. 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

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.)



TRAINING AND DEVELOPMENT SESSIONS EDUCATIONAL OR INFORMATIONAL SEMINARS

2016 Rate Schedule

FEES FOR PERFORMANCES AT PRESENTATIONS

A. Fees for Calendar Year 2016

The fee shall be fifty six cents (\$0.56) for each attendee (as that term is defined in subparagraph 1(a) of the license agreement) at each training and development session, provided, however, that the minimum annual fee payable hereunder shall be \$433.50.

B. Fees for Calendar Year 2017 and Thereafter

For calendar year 2017 and each calendar year thereafter, the license fees under this Fee Schedule shall be the license fees for 2016, adjusted in accordance with any 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 cent.

ASCAP

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

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



Account Number:

 Premise Name:

Please enter each Training Session as a single Line below.

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**Please use an additional form for additional days.*

ASCAP

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