

# LICENSE AGREEMENT - CIRCUS

**Agreement** between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

---

as follows:

## 1. Grant And Term Of License

- (a) ASCAP grants and LICENSEE accepts a license to perform publicly or to cause to be performed publicly at presentations of LICENSEE's circus at each of the locations where such presentations are offered ("the premises") and not elsewhere, non-dramatic renditions of the separate musical compositions in the ASCAP repertory. "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 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 calendar year in which notice is given. Termination by either party shall not relieve the parties of their obligations under this Agreement through the date of termination.

## 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 or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises.
- (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, oratorio, choral work, opera, play with music, revue, or ballet.

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

## 3. License Fees

- (a) In consideration of the license granted in this Agreement, LICENSEE agrees to pay ASCAP, on a quarterly basis, the applicable license fee set forth in the rate schedule attached hereto and made a part hereof for each presentation at each of the premises.
- (b) Payments for the preceding quarter shall be payable on January 1, April 1, July 1 and October 1 of each year. Payments shall be accompanied by a schedule of presentations during the preceding quarter, indicating the date, location and seating capacity of each presentation on forms to be supplied free of charge by ASCAP.
- (c) LICENSEE will pay a finance charge of 1.5% per month from the date due, on any required payment that is not made within thirty days of its due date.
- (d) LICENSEE agrees to pay ASCAP a \$25 service charge for each unpaid check, draft or order form of monetary instrument submitted by LICENSEE to ASCAP.

- (e) Upon thirty days written notice, ASCAP shall have the right, by its authorized representatives, to examine LICENSEE's books and records of account to such extent as may be necessary to verify any schedules of presentations and payments based thereon. All data and information derived from ASCAP's examination shall be considered entirely confidential.

**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 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 ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned licensee fees paid in advance.

**5. Interference In Operations**

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 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.

**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 or 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.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE, this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

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.)



# CIRCUSES

## 2015 Rate Schedule

<u>Seating Capacity</u>	<u>Rate Per Presentation</u>
Up to 500	\$ 5.00
501 to 1,500	\$ 14.50
1,501 to 2,500	\$ 25.00
2,501 to 3,500	\$ 32.50
3,501 to 4,500	\$ 46.50
4,501 to 5,500	\$ 62.00
5,501 to 6,500	\$ 78.50
6,501 to 7,500	\$ 102.00
7,501 to 10,000	\$ 126.00
10,001 to 15,000	\$ 156.00
Over 15,000	\$ 195.50

### Annual CPI Adjustment

Rates for each subsequent calendar year of this Agreement shall 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, rounded to the nearest one-half dollar.