

# MUSIC IN BUSINESS, BLANKET LICENSE AGREEMENT



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

and \_\_\_\_\_

("LICENSEE"), located at

\_\_\_\_\_

as follows:

## 1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts a license to perform or cause to be performed publicly at "LICENSEE'S business locations" and at "LICENSEE'S event locations" (each as defined below), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term of this Agreement in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) As used in this Agreement, the following terms shall have the meanings indicated:

- (i) "LICENSEE'S business locations" means all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations as specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided;
- (ii) "LICENSEE'S event locations" means all locations, other than LICENSEE'S business locations, at which LICENSEE conducts any "LICENSEE event(s)" (as defined below);
- (iii) "LICENSEE'S employees" means all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns; and
- (iv) "LICENSEE event(s)" means all activities presented or sponsored solely by or under the auspices of LICENSEE, at LICENSEE event location(s), open only to LICENSEE'S employees and their personal guests.

(c) This license shall be for an initial term commencing \_\_\_\_\_, and ending December 31<sup>st</sup> of the same calendar year, and continuing thereafter for additional terms of one year each unless terminated by either party. 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 granted by this Agreement 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 upon the express written consent of SOCIETY, and is limited to LICENSEE, LICENSEE'S business locations and to performances presented during and as part of LICENSEE event(s).

(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 LICENSEE'S business locations or LICENSEE'S event locations, other than by means of music-on-hold telephone system(s) operated by LICENSEE at LICENSEE'S business locations.

(c) This license does not authorize any performance as part of any conference, congress, consumer show, convention, exposition, industrial show, institute, meeting, public show, seminar, trade show or other similar activity, unless such activity (i) is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely at LICENSEE'S business location(s), and is not open to the general public, or (ii) otherwise constitutes a LICENSEE event.

(d) 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.

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

(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 defined below) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as defined below) 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 defined below).

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 SOCIETY the applicable license fees as set forth in the Rate Schedule, attached to and made a part of this Agreement, and 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**

(a) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement and on or before January 31 of each succeeding year, on forms supplied free of charge by SOCIETY.

(b) The report to be submitted upon entering into this Agreement shall state for LICENSEE'S business locations(s) specified on Schedule "A", the total number of LICENSEE'S employees as of that date; and the license fee due for that year.

(c) The reports to be submitted on or before January 31 of each succeeding year shall state the address of each of LICENSEE'S business locations and the total number of LICENSEE'S employees as of January 1 of such that year at all such locations, and Schedule "A" shall be deemed amended accordingly; and the total license fee due for all such locations for that year.

(d) LICENSEE is not required to submit an annual report indicating the total number of LICENSEE'S employees provided that the number of LICENSEE'S employees has not increased or decreased by more than 5% from the previous report submitted by LICENSEE. If LICENSEE does not submit the annual report, LICENSEE'S prior annual report will be used to determine the license fees for the current calendar year.

### **5. Payment of License Fees**

(a) LICENSEE shall pay SOCIETY the license fees due hereunder as follows:

- (i) Upon entering into this Agreement, the license fees due for the first calendar year of this Agreement as shown by the report due at that time; and
- (ii) By each succeeding January 31, the 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.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to SOCIETY by thirty days or more, 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.

### **6. SOCIETY'S Right to Verify Reports**

(a) SOCIETY shall have the right to examine LICENSEE'S books and records to such extent as may be necessary to verify the reports required by this Agreement, provided however, that if the reports submitted by LICENSEE are FICA statements which contain LICENSEE'S number of employees and are certified by an independent certified public accountant and are submitted in a timely manner, SOCIETY shall forego its right of verification pursuant to this paragraph 6.

(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 other documentation submitted by LICENSEE as completely and entirely confidential.

### **7. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate the license granted by this Agreement 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, said license shall terminate on the expiration of such thirty-day period without further notice from SOCIETY. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

### **8. Interference with SOCIETY'S Operations**

In the event of:

- (a) any major interference in 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 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 of performing rights,

SOCIETY shall have the right to terminate this Agreement forthwith by thirty days written notice. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

#### 9. Indemnification

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in SOCIETY'S repertory. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand or suit and agrees immediately to deliver to SOCIETY all papers pertaining to it. SOCIETY shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. LICENSEE, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the defense of any such action. SOCIETY'S liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to SOCIETY under this Agreement for the calendar year in which the performance or performances which are the subject of the claim, demand or suit occurred.

#### 10. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

- (a) mailed to the other party by registered or certified United States Mail; or
- (b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or
- (c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. 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 \_\_\_\_\_, 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.)



**Account Number:**

**Premise Name:**

Please list each individual location and the corresponding information  
(use additional sheets as needed)

**Location Name**

**Location Address**

**Number of  
Employees**

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.



# MUSIC-IN-BUSINESS BLANKET LICENSE

## 2016 Rate Schedule

### FEES FOR PERFORMANCES AT LICENSEE'S BUSINESS LOCATIONS AND AT LICENSEE'S EVENTS

#### A. Fees for Calendar Year 2016.

The annual fee for calendar year 2016 shall be:

\$0.512 for each of the first ten thousand (10,000) of LICENSEE'S employees;

\$0.408 for each of LICENSEE'S employees from the ten thousand and first (10,001st) to the twenty-five thousandth (25,000th);

\$0.334 for each of LICENSEE'S employees from the twenty-five thousand and first (25,001st) to the fifty thousandth (50,000th); and

\$0.256 for each additional LICENSEE'S employees above the fifty thousandth (50,000th).

#### B. Fees for Subsequent Calendar Years.

Subject to the maximum and minimum fee provisions set forth below, for calendar year 2017 and each calendar year thereafter, the license fees under A. above shall be the license fees for the preceding calendar year, 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. Any such adjustments to the per-employee license fees shall be rounded to the nearest one-half cent.

#### C. Maximum Fees for Subsequent Calendar Years.

The maximum annual license fee payable hereunder shall be \$32,850.00 for calendar year 2016; and for calendar year 2017 and each calendar year thereafter, the maximum annual license fee shall be the license fees for the preceding calendar year, 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, rounded to the nearest dollar.

#### D. Minimum Annual Fee.

The minimum annual license fee payable hereunder shall be \$253.00 for calendar year 2016; and for calendar year 2017 and each calendar year thereafter, the minimum annual license fee shall be the license fees for the preceding calendar year, 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, rounded to the nearest dollar.



# MUSIC-IN-BUSINESS BLANKET LICENSE

## 2016 Statement of Operating Policy

Account Number:

Premise Name:

### COMPUTATION OF LICENSE FEE

**A.** Total number of "LICENSEE's employees" as of January 1 of the current year at all "LICENSEE's business locations".\*\* (For business locations at which operations commenced after January 1 of the current year, include the number of employees as of the date such operations commenced.)

**B.** Complete the following chart:

Category of Number of Employees	Number of Employees Within Category		License Fee Per Employee	License Fees
1. 1-10,000	<input type="text"/>	x	.512	\$ <input type="text"/>
2. 10,001-25,000	<input type="text"/>	x	.408	\$ <input type="text"/>
3. 25,001-50,000	<input type="text"/>	x	.334	\$ <input type="text"/>
4. More than 50,000	<input type="text"/>	x	.256	\$ <input type="text"/>

**C. Total License Fee due (Add Lines B1 through B4)\*\*\***

But not less than \$253.00; the maximum License Fee is \$32,850.00

\$

\*\*"LICENSEE's Employees" means all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns

\* \* "LICENSEE's business locations" means all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations.

\*\*\* For example, for an aggregate of 11,000 employees, the 2016 license fee would be \$5,528.00 calculated as follows: (10,000 x \$.512) = \$5,120.00 plus (1,000 x \$.408) = \$408.00; \$5,120.00 + \$408.00 = \$5,528.00.

Contact Person & Title

Phone Number:

Ext:

Fax Number:

Email:

Website:

I certify the above information is true and correct.

Dated:

Signature:

ASCAP

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

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