

LICENSE AGREEMENT - INDIVIDUAL FUNERAL ESTABLISHMENTS

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 publicly at any place where funeral services are conducted by LICENSEE's funeral establishment located at

(the "Licensed Establishment") and not elsewhere, non-dramatic renditions 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.

(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 ninety 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 SOCIETY's repertory to persons outside of the Licensed Establishment, other than by means of music-on-hold telephone systems operated by LICENSEE at the Licensed Establishment.

(c) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the statutory license provisions of 17 U.S.C. § 116.

(d) This license is limited to LICENSEE, the Licensed Establishment, and performances occurring in the course of and as part of funeral services conducted by the Licensed Establishment.

(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 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 "dramatic-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 and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof.

(b) LICENSEE shall pay SOCIETY the license fees due hereunder on or before January 20 of each year for the current calendar year.

(c) 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 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) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(e) If 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. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may give LICENSEE thirty days notice to cure such breach or default, and in the event 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.

5. 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 or the Licensed Establishment 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 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 notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

6. 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.)



INDIVIDUAL FUNERAL ESTABLISHMENTS

2016 Rate Schedule

Annual License Fee For Calendar Year 2016

The annual license fee for calendar year 2016 shall be \$249.00 per funeral establishment

Annual License Fee For Calendar Year 2017 and Thereafter

The annual license fee for individual funeral establishments for calendar year 2017 and each year thereafter shall be the license fee for the preceding calendar year, 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.

ASCAP

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

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