

AIRPORT BLANKET LICENSE AGREEMENT

Agreement between the American Society of Composers, Authors and Publishers (“ASCAP”), a New York membership association, located at 2 Music Square West, Nashville, TN 37203 and

____ (“LICENSEE”), located at

as follows:

1. Grant and Term of License

(a) ASCAP grants, and LICENSEE accepts, a license to perform or cause to be performed publicly at “LICENSEE’s Airport Location” (as defined below) and via “Internet Transmissions” (as defined below), and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions now or hereafter during the term of this Agreement in the ASCAP Repertory (as defined below), and of which ASCAP 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 Airport Location” means all areas of, and within, the airport facility known as _____ accessible by the general public and/or airport employees, including airline or airport member lounges and airline or airport-owned convenience and retail stands and stores. Licensee’s airport location does not include aircraft, helicopters or other vehicles.
- (ii) “Internet Transmissions” shall mean all transmissions of content to users from or through “LICENSEE’s Internet Site” (as defined below), or from any other Internet site pursuant to an agreement between LICENSEE and the operator of the other Internet site, when accessed by means of any connection from LICENSEE’s Internet Site.
- (iii) “LICENSEE’s Internet Site” means ” a site accessible via the Internet or a similar transmission facility from which audio content is transmitted to users that has either the principal Universal Resource Locator (URL) of «WEBSITE» or any other URL owned and operated by LICENSEE.
- (ii) “ASCAP Repertory” means musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions written and copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(c) This license shall be for an initial term commencing _____, and ending December 31st of the same calendar year and continuing thereafter for additional terms of one (1) year each unless terminated by either party. Either party may, on or before thirty (30) 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 ASCAP, and is limited to LICENSEE and LICENSEE's airport location.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, wireless means or otherwise, of renditions of musical compositions in the ASCAP repertory to persons outside of LICENSEE's airport location except as permitted under Section 1(a).

(c) This license does not authorize any performance by means of a coin-operated phonorecord player or jukebox for which a license is otherwise available from the Jukebox License Office.

(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 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".

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.

(f) This license does not extend to performances that require a direct or indirect admission charge.

(g) This license does not cover performances made on aircraft or in the course of passengers boarding and debarking aircraft.

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP 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 ASCAP upon entering into this Agreement and on or before January 31st of each succeeding year, on forms supplied free of charge by ASCAP.

(b) The report to be submitted upon entering into this Agreement shall state for LICENSEE's airport location, the total annual airport passenger traffic throughout LICENSEE's airport and the license fee due for that year.

(c) The reports to be submitted on or before January 31st of each succeeding term shall state the total annual airport passenger traffic throughout LICENSEE's airport for the previous year shall be used to determine the total license fee due for that year.

(d) 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, to be adjusted upwards upon ASCAP's receipt of information demonstrating higher annual airport passenger traffic.

5. Payment of License Fees

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

- (i) Upon entering into this Agreement, the license fees due for the first year of this Agreement as shown by the report due at that time; and
- (ii) By the end of the first month of each succeeding term, the license fees for the then current term, and any additional license fees due for the previous term.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to ASCAP by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

6. ASCAP's Right to Verify Reports

(a) ASCAP, upon reasonable notice, shall have the right to examine LICENSEE's books and records to such extent as may be necessary to verify the reports and fees required by this Agreement.

(b) ASCAP shall consider all data and information coming to its attention as the result of the submission of reports 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, ASCAP may terminate the license granted by this Agreement by giving LICENSEE thirty (30) 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 (30) days, said license shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

8. Interference with ASCAP's Operations

In the event of:

- (a) any major interference in the operations of ASCAP 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 ASCAP 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,

ASCAP shall have the right to terminate this Agreement forthwith by thirty (30) days written notice. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.



9. Indemnification

ASCAP 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 the ASCAP repertory. LICENSEE agrees to give ASCAP immediate notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining to it. ASCAP shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with ASCAP 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. ASCAP's liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to ASCAP 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 confirmed 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 ASCAP and LICENSEE this day of , 20 .

AMERICAN SOCIETY OF
COMPOSERS, AUTHORS AND
PUBLISHERS

LICENSEE

By: _____

By: _____

Title _____

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.)

