

# **LICENSE AGREEMENT-MARINE VESSELS WITH OVERNIGHT ACCOMMODATIONS FOR PASSENGERS**

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

2 Music Square West; Nashville, TN 37203

and frmLegalOwnership ("LICENSEE"), located at frmPBillAddress1 frmPBillCity frmPBillState frmPBillZip

as follows:

## **1. Grant and Term of License**

(a) SOCIETY grants and LICENSEE accepts a license to perform or cause to be performed publicly onboard all "licensed marine vessels" (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) The term "licensed marine vessels" means each marine vessel specified on Schedule "A" attached to and made a part of this Agreement. LICENSEE agrees to give SOCIETY notice in advance of any additional marine vessels owned or operated by LICENSEE onboard which music is to be performed, and Schedule "A" shall thereafter be deemed amended to include such additional marine vessels. Such notice shall include all information necessary to determine the license fee applicable to each additional licensed marine vessel.

(c) This license shall be for an initial term commencing frmLCDate, and ending on December 31, 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.

(b) This license is strictly limited to marine vessels with overnight accommodations for passengers. For purposes of this Agreement, the term "passengers" shall not include crew members.

(c) 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 not onboard the licensed marine vessel(s).

(d) This license is limited to LICENSEE, and to performances occurring in the course of and as part of excursions, voyages and cruises of the licensed marine vessel(s). This license does not authorize any performances in or at any marine terminals, docks, or piers, other than performances onboard the licensed marine vessel(s).

(e) This license is limited to excursions, voyages and cruises originating in 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 and Payments**

(a) In consideration of the license granted by this Agreement, LICENSEE agrees to pay SOCIETY for each calendar year of the term hereof a fee for each licensed marine vessel computed in accordance with the Rate Schedule attached to and made a part of this Agreement, based on "LICENSEE's Operating Policy." The term LICENSEE's Operating Policy means all of the factors which determine the license fee applicable to each licensed marine vessel under the Rate Schedule.

(b) LICENSEE shall pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 20, May 1 and September 1 of each year.

(c) 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.

(d) In the event LICENSEE shall be delinquent in payment of license fees due under this Agreement by thirty days or more, LICENSEE agrees to pay SOCIETY a finance charge on the license fees due at the rate of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees became due.

### **4. Changes in LICENSEE's Operating Policy**

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. A change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any changes in LICENSEE's Operating Policy resulting in an increase in the license fee, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)."

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music onboard all of the licensed marine vessels, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty-day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. A discontinuance of music shall be one in effect for no less than thirty days.

### **5. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition contained in this Agreement, SOCIETY may terminate this license by giving LICENSEE thirty days 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 to LICENSEE.

## 6. Interference in 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 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 upon written notice to LICENSEE. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance.

## 7. Notices

All notices required or permitted to be given by either party to the other under this Agreement 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 inform 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 frmLegalOwnership

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.)



# MARINE VESSELS

## 2016 Rate Schedule

### ANNUAL FEE FOR LICENSED MARINE VESSELS WITH OVERNIGHT PASSENGER ACCOMMODATIONS

### ANNUAL LICENSE FEE FOR EACH LICENSED MARINE VESSEL FOR CALENDAR YEAR 2016

<u>Number of Cabins</u>	<u>Annual Fee</u>
10 or fewer	\$ 2,388.00
11 to 50	\$ 4,777.00
51 to 100	\$ 7,968.00
101 to 150	\$11,954.00
151 to 200	\$16,733.00
201 to 300	\$ 22,310.00
301 to 450	\$ 27,890.00
451 to 600	\$ 34,267.00
601 to 750	\$ 40,640.00
751 to 1,000	\$ 47,813.00
More than 1,000	\$ 55,783.00

### ANNUAL LICENSE FEE FOR CALENDAR YEAR 2017 AND THEREAFTER

The annual license fee for each licensed marine vessel for each calendar year commencing January 2017 shall be the license fee 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.

ASCAP

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

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