

## ASCAP DIGITAL JUKEBOX LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “Agreement”) is entered into as of the 1 day of January, 2014 (the “Effective Date”) by and between the American Society of Composers, Authors and Publishers (“ASCAP”), located at 2 Music Square West, Nashville, TN 37203 and \_\_\_\_\_ (“Licensee”), located at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ASCAP and Licensee individually referred to as a “Party” and collectively referred to as the “Parties”).

### 1. Definitions

1.1 “ASCAP Repertory” means Musical Works (as hereinafter defined) for which ASCAP has the right to license public performances now or hereafter during the Term (as hereinafter defined) of this Agreement. All Musical Works 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. Musical Works written or copyrighted by ASCAP members during the Term are included for the full balance of the Term.

1.2 “Digital Jukeboxes” means a physical device that employs a medium upon which Digital Phonorecords (as hereinafter defined) are stored and played, including, but not limited to, a hard drive for the storage of phonorecords or recorded Musical Works, whether or not transmissions, downloads or streams of Musical Works are made to, from or by the device and which (a) are employed upon activation by Payment (as hereinafter defined); (b) contain a list searchable by patrons of all the Musical Works available for performance at the Premises (as hereinafter defined); and (c) afford a choice of Musical Works available for performance and permit the choice to be made by the patrons of the Premises.

1.3 “Digital Phonorecords” means the sound recordings of the Musical Works licensed under this Agreement and contained in the Digital Jukebox.

1.4 “Dramatico-Musical Work” means a work such as, but not limited to, a musical comedy, opera, play with music, revue, or ballet.

1.5 “Governmental Entities” means states, territories, dependencies, possessions or political subdivisions.

1.6 “Musical Work” means any musical composition, including any lyrics or words written to be used with such composition.

1.7 “Payment” means insertion of coins, currency, tokens, or other monetary units or their equivalent, including but not limited to credit cards and so-called ‘debit cards,’ smart phone payment or other similar methods of payment

1.8 “Premises” means the establishment in which a Digital Jukebox is located, including any adjoining areas of such establishment, such as a deck or patio.

1.9 “Pre-programmed Play” means a free mode on a Digital Jukebox that plays Digital Phonorecords automatically during periods when the Digital Jukebox is not being employed by activation through Payment and where programming of such mode and the selection of plays during such periods have been

made solely by Licensee and plays of specific individual Digital Phonorecords during such periods cannot be selected by third parties.

1.10 “Term” has the meaning ascribed in Paragraph 9.1.

1.11 “Territory” means the United States, its territories, military bases and possessions including the Commonwealth of Puerto Rico, Guam and the US Virgin Islands.

## **2. Grant of License**

2.1 Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license, solely during the Term, and solely in the Territory, to perform publicly or cause to be performed publicly by means of Digital Phonorecords on Digital Jukeboxes, solely at the Premises and not elsewhere or otherwise, and solely upon activation by Payment or through Pre-programmed Play, non-dramatic renditions of the separate Musical Works in the ASCAP Repertory. By way of clarification, the rights granted by this license shall include the right of Licensee to perform the Musical Works in the ASCAP Repertory by transmitting them to Digital Jukebox hard drives, and the right of Licensee’s operators and operators’ customers to perform publicly such Musical Works via Digital Jukeboxes at the Premises.

## **3. Limitations on License**

3.1 Admission Charges. This license shall not extend to performances made by means of a Digital Jukebox that is located in an establishment making a direct or indirect charge for admission.

3.2 Means of Performance. This license does not authorize the performance of any musical composition by any means other than performances of Digital Phonorecords on Digital Jukeboxes, such as, but not limited to live performances, other audio-only performances (e.g., CD’s, karaoke, records, music on hold, radio), streaming of live concerts received by means of the Internet or otherwise, or any television, video, DVD, or other audio-visual performances.

3.3 Grants to Others. This license does not authorize Licensee or any of Licensee’s operators, operator’s customers, distributors, partners or other third-parties to grant to others any right to perform publicly or reproduce in any manner any of the Musical Works licensed under this Agreement.

3.4 Performances Outside of Premises. This license does not authorize the broadcasting or telecasting or transmission by wire, wireless means, Internet, webcasting, on-line service or otherwise, of renditions of Musical Works in ASCAP’s Repertory to persons outside of the Premises where each Digital Jukebox is located.

3.5 Dramatic Performances. 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:

- (a) performance of a Dramatico-Musical Work in its entirety;
- (b) performance of one or more Musical Works from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (c) performance of one or more Musical Works as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (d) performance of a concert version of a Dramatico-Musical Work.

Notwithstanding the foregoing, it is expressly agreed and understood that performances from soundtracks of musical comedies, ballets, operas or Broadway or other musical plays or revues are covered by the terms of this license.

#### **4. License Fees**

4.1 Fees. In consideration of the rights and licenses granted herein, and subject to, and in accordance with the following provisions of this Article 4 and Article 5, Licensee agrees to pay ASCAP, for each calendar quarter during the Term, a Quarterly License Fee (as hereinafter defined) calculated pursuant to Section 4.2.

4.2 Calculation of Fees. The “Quarterly License Fee” shall be computed as follows: Step 1. Calculate the “Monthly License Rate” per Digital Jukebox by dividing the “Annual License Rate” for such year, as set forth in Section 4.3, by 12. Step 2. Calculate the “Monthly License Fee” per Digital Jukebox for each month during a given calendar quarter by multiplying the Monthly License Rate per Digital Jukebox for each month during the quarter by the total number of Digital Jukeboxes that are in operation for any period of time during the preceding month. Step 3. Add the Monthly License Fees for all months in such calendar quarter to determine the Quarterly License Fee for such quarter. For purposes of this Agreement, a Digital Jukebox “in operation” is a Digital Jukebox that has generated revenue during the applicable period.

4.3. Annual Rates. The Annual License Rates for each Digital Jukebox actually in operation during the applicable calendar year shall be as follows: (i) for calendar years through December 31, 2014, an Annual License Rate of \$55.00; and (ii), for calendar years 2015 and thereafter, an Annual License Fee equal to the Annual License Rate 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.

4.4 Finance Charges. Licensee shall pay a finance charge of 1% per month from the date due on any required payment that is not made within 30 days of its due date.

#### **5. Reports and Payments**

5.1 Obligation to Report and Pay. Within 45 days after the end of each calendar quarter, Licensee shall submit reports to ASCAP and pay to ASCAP the Quarterly License Fee due for the previous calendar quarter. The reports shall state (a) the serial or other identification number of each Digital Jukebox licensed hereunder; (b) the name and location of the Premises where each Digital Jukeboxes is located; and (c) the total number of Digital Jukeboxes in operation for the preceding month for each month during such calendar quarter. ASCAP and Licensee shall mutually agree on the format for such report.

#### **6. Right of Verification**

6.1 Right to Examination. Upon 45 days’ written notice, ASCAP shall have the right by its authorized representatives at reasonable times during normal business hours to examine Licensee’s books and records of account to such extent as may be necessary solely to verify the reports or other information and payments based thereon that are required by this Agreement. All data and information derived from ASCAP’s examination shall be treated as completely confidential pursuant to Paragraph 10. The period for which ASCAP may examine Licensee’s books and records of account pursuant to this Agreement shall be limited to three calendar years preceding the year in which the examination is made; provided, however, that, if an audit is postponed at Licensee’s request, then ASCAP shall have the right to examine

books and records for the period commencing with the third calendar year preceding the year in which notification of intention to examine was first given by ASCAP. This three-year limitation shall not apply if Licensee fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement.

6.2 Results of Examination. If any examination under Paragraph 6.1 shows that the license fees due ASCAP from Licensee have been underpaid by 10% or more, then Licensee shall pay a late payment fee on the balance shown due of 1% per month from the date(s) the license fees should have been paid pursuant to this Agreement. If any such examination shows that the license fees due ASCAP from Licensee have been underpaid by less than 10%, then Licensee shall pay a late payment fee on the balance shown due of 1% per month from the date ASCAP demands payment of such amount. However, no such late payment charge shall be assessed if payment of the license fee balance shown due is made within 45 days of receipt of written notification from ASCAP of underpayment. If such examination shows an overpayment of license fees, then ASCAP shall credit or refund the amount of such overpayment, at Licensee's election, within 30 days. Late payment fees payable under this Paragraph 6.2 shall only be for a maximum period that is coterminous with the period for which additional license fees are owed pursuant to ASCAP's audit examination.

## **7. License Notice**

7.1. Display of Notice. Licensee shall display by electronic means on the touchscreen of each Digital Jukebox licensed hereunder or in a similar place that is easily visible to the public (a) a notice that the Digital Jukebox is licensed by ASCAP; and (b) the serial or other identification number of the Digital Jukebox. Such notice shall be visible both when the Digital Jukebox is performing music and when it is inactive.

## **8. Music Use Reports**

8.1 Reports. Forty-five days after the end of each calendar quarter, Licensee shall furnish to ASCAP a list of all ASCAP Repertory Musical Works performed on the Digital Jukeboxes in operation hereunder, including, to the extent available, identification of the composer, lyricist, music publisher, recording artist, and Licensee Song Identification Number for each musical composition, duration of each performance, and the total number of performances of each Musical Works. ASCAP and Licensee shall mutually agree on the format for such music use reports. The information provided by Licensee to ASCAP as required by this Paragraph 8.1 shall be used only for the purpose of enabling ASCAP to distribute royalties on account of performances licensed under this Agreement. In the event that ASCAP agrees with any other supplier of Digital Jukeboxes on any music use reporting requirements that differ from those set forth in this Paragraph 8.1, ASCAP will give Licensee written notice of such differing music use reporting requirements within ten days of the date of execution of an agreement containing such differing music use reporting requirements, and Licensee shall be entitled (but not obligated) to substitute those requirements for the music use reporting requirements contained in this Paragraph 8.1.

## **9. Term and Termination**

9.1 Term. This Agreement shall have an initial term commencing on the Effective Date and continuing for a period ending on December 31 of the same calendar year (the "Initial Term") after which the Agreement shall renew automatically for additional successive periods of one calendar year (each such renewal period, a "Renewal Term") (the Initial Term and all Renewal Terms, if any, are collectively, the "Term") unless a Party gives notice to the other Party on or before 30 days prior to the expiration of the Initial Term or any Renewal Term that it does not wish the Agreement to renew for a Renewal Term. If such notice is given, this Agreement shall expire on the last day of such Initial Term or Renewal Term. This Agreement may be terminated in accordance with the terms and conditions of this Agreement.

9.2 Termination for Breach. If Licensee breaches any provisions of this Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this Agreement and in law and in equity) terminate this Agreement, in whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that (a) such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period and (b) ASCAP may terminate this Agreement immediately, without the obligation to provide Licensee with such notice and the right to cure, if (i) it shall be reasonably deemed necessary by ASCAP to avoid imminent harm to ASCAP's businesses, reputation or goodwill, (ii) such breach was caused by willful acts and/or omissions of Licensee or (iii) such breach is incapable of being cured prior to the expiration of the notice period.

9.3 Termination for Insolvency. Either of ASCAP or Licensee may terminate immediately this Agreement in the event the other Party (a) admits in writing its inability to pay its debts as they become due, fails to satisfy any enforceable, final and material judgment against it, or otherwise ceases operations of its business in the ordinary course, (b) is adjudicated bankrupt or becomes insolvent, (c) winds up or liquidates its business voluntarily or otherwise, (d) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (e) makes a general assignment for the benefit of creditors other than in the ordinary course of financing its ongoing operations, (f) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (g) files a petition seeking to take advantage of any other law providing for the relief of debtors, (h) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws or (i) takes any action for the purpose of effecting any of the foregoing.

9.4 Termination for Interference. ASCAP may terminate immediately this Agreement in the event of either (a) any major interference with the operations of ASCAP in the Governmental Entity in which Licensee is located, by reason of any law of such Governmental Entity; or (b) any substantial increase in the cost to ASCAP of operating in such Governmental Entity, by reason of any law of such Governmental Entity, which is applicable to the licensing of performing rights.

9.5 Effect of Termination. Upon the termination or expiration of this Agreement for any reason all rights and licenses granted by ASCAP to Licensee herein shall terminate. Upon a termination of this Agreement pursuant to Paragraph 9.4, ASCAP shall refund to Licensee any unearned license fees paid in advance.

## **10. Confidentiality**

10.1 Non-Disclosure. The Parties agree to regard and preserve as confidential (a) all information related to the rights and obligations of the other Party pursuant to this Agreement, (b) the terms of this Agreement; (c) and all information reported by Licensee or otherwise obtained by ASCAP pursuant to this Agreement. (collectively, the "Confidential Information"). Each Party agrees to hold the Confidential Information of the other Party in trust and confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other Party. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing Party shall provide prompt notice of the same prior to such required disclosure such that the other Party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information unless such required disclosure is to a Governmental Entity or judicial entity that requires by law or otherwise a submission of identities of ASCAP licensees and/or copies of ASCAP agreements.

10.2 Exclusions. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving Party, (b) is or was rightfully acquired by the receiving Party from another, to the

receiving Party's knowledge, without restriction or obligation of confidentiality or (c) is or was independently developed by the receiving Party without use of or reference to Confidential Information of the other Party. Nothing herein contained, however, shall prevent ASCAP from relying upon this Agreement and such information for the purpose of licensing or collecting fees for performances of Musical Works in the ASCAP Repertory on the Digital Jukeboxes.

## **11. Indemnification**

11.1 ASCAP Indemnification. ASCAP agrees to defend and handle at its own cost and expense any claim or action against Licensee, its officers, directors, employees, representatives, and agents (each a "Licensee Indemnatee") based upon or in connection with any action or claim by a third party arising out of Licensee's use of the ASCAP Repertory as specifically permitted pursuant to this Agreement, but specifically excluding any claim or action caused by or based upon any unauthorized act or omission of Licensee or its respective employees, contractors, representatives or agents. ASCAP agrees to indemnify and hold the Licensee Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action. ASCAP shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (a) that no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnatee shall be entered into or agreed to without the applicable Licensee Indemnatee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnatee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (b) each Licensee Indemnatee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

11.2 Licensee Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its respective officers, directors, employees, representatives, members and agents (each an "ASCAP Indemnatee") based upon or in connection with any action or claim by a third party arising out of (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) operation of Licensee's Digital Jukebox, but specifically excluding any claim or action caused by or based upon Licensee's use of the ASCAP Repertory as specifically permitted pursuant to this Agreement or any unauthorized act or omission of ASCAP, its employees, contractors, representatives or agents. Licensee agrees to indemnify and hold the ASCAP Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action. Licensee shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (y) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnatee shall be entered into or agreed to without the applicable ASCAP Indemnatee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnatee, its officers, directors, employees, representatives, members and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnatee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

## **12. Representations and Warranties.**

12.1 Mutual. Each Party represents, warrants and covenants to the other Party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it pursuant to this Agreement, (b) the execution of this Agreement and performance of its obligations pursuant to this Agreement do not and shall not violate any other agreement to which it is a party, (c) this Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

12.2 Licensee. Licensee represents, warrants and covenants to ASCAP that (a) the operation of the Digital Jukeboxes do not violate any applicable laws, rules or regulations or infringe the rights of any third party and (b) it has obtained or shall obtain and maintain during the Term all rights, licenses, consents and authorizations necessary to perform its obligations as set forth in this Agreement.

### **13. Miscellaneous.**

13.1 Notices. Notices of termination under this Agreement shall be given only if mailed to the other Party by registered or certified U.S. Mail or sent by generally recognized same-day or overnight delivery service. Unless stated otherwise, all other notices required or permitted to be given by either Party to the other hereunder shall, in addition to the methods set forth above, also be given if sent by first class U.S. Mail, facsimile or electronic mail (e-mail) transmission. Notices to ASCAP shall be sent to the attention of VP of General Licensing as follows: (a) if by U.S. Mail, to the ASCAP address set out above; (b) if by facsimile, to [615-691-7795](tel:615-691-7795); and (c) if by electronic mail, to [glcs@ascap.com](mailto:glcs@ascap.com). Notices to Licensee shall be sent to the mailing address, facsimile number or electronic mail address set out above or last known to ASCAP. Each Party agrees to inform the other of any change of address and/or contact information.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns except that neither this Agreement nor either Party's rights or obligations hereunder shall be assigned, conveyed or otherwise transferred, in whole or in part, by a Party without the other Party's prior written consent and any purported assignment without such consent shall be void *ab initio* and of no force and effect; provided, however, that no consent shall be necessary in the event of any one or more assignments by one Party of any and/or all of its rights or obligations hereunder to one or more affiliates controlled by that Party or any successor entity(ies) resulting from a merger, acquisition or consolidation, spin-off, divestiture or otherwise succeeding to all or a substantial portion of the assets or business of such Party.

13.3 Amendment; Waiver; Severability. This Agreement may not be amended, modified or terminated except by a written instrument signed by both of the Parties. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. If any term of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties, and such holding shall not affect any other provision of this Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

13.4 Governing Law. This Agreement and the meaning of its provisions shall be governed by and construed in accordance with the laws of the State of New York pertaining to contracts made and fully performed therein, without regard to choice of law rules. Venue for any dispute between the parties shall be in the courts located in New York County, New York.

13.5 Entire Agreement. This Agreement, together with the attachments hereto which are incorporated herein by this reference, constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. Neither Party has made any representations or promises to the other in connection with this Agreement or its subject matter that are not expressly set forth in this Agreement.

13.6 Survival. The provisions of Section 4 (License Fees); Section 5 (Reports and Payments); Section 6 (Right of Verification); Paragraph 9.5 (Effect of Termination); Section 10 (Confidentiality); Section 11

(Indemnification); Section 12 (Representations and Warranties); and this Section 13 (Miscellaneous) shall survive the expiration or termination of this Agreement.

13.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and accepted as an original, and all of which together shall constitute a single agreement.

**AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Licensee:**\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_





**SCHEDULE A for the YEAR 2016**  
**STATEMENT OF JUKEBOXES OWNED OR OPERATED**  
**AND MADE AVAILABLE FOR PUBLIC PERFORMANCE**

Company Name: \_\_\_\_\_  
Owner/Operator Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_ FAX: \_\_\_\_\_  
Email address: \_\_\_\_\_

	<u>Number of Jukeboxes</u>		<u>Fee Per Jukebox</u>		<u>Total</u>
1 <sup>st</sup> Jukebox	1	x	\$ 477	=	\$ 477
Each Additional Jukebox	_____	x	\$ 110	=	\$ _____
<b>TOTAL NUMBER OF JUKEBOXES:</b>	_____		<b>TOTAL FEES DUE:</b>		\$ _____

**AMUSEMENT & MUSIC OPERATORS ASSOCIATION RATE:**

**AMOA-JLO Identification Code\*:** \_\_\_\_\_ **AMOA RATE EXPIRES 3/15/2016!**

	<u>Number of Jukeboxes</u>		<u>Fee Per Jukebox</u>		<u>Total</u>
1 <sup>st</sup> Jukebox	1	x	\$ 477	=	\$ 477
Each Additional Jukebox	_____	x	\$ 81	=	\$ _____
<b>TOTAL NUMBER OF JUKEBOXES:</b>	_____		<b>TOTAL FEES DUE:</b>		\$ _____

\* In order to qualify for the AMOA member rate, a valid AMOA-JLO Identification Code assigned to LICENSEE must accompany Schedule "A". **AMOA RATE EXPIRES 3/15/2016**

**ANNUAL LICENSE FEE FOR CALENDAR YEAR 2008 AND THEREAFTER**

The annual license fee hereunder for each calendar year commencing 2008, shall be the license fee for the preceding calendar year adjusted in accordance with the increase in the Consumer Price Index, Bureau of Labor Statistics, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

**CERTIFICATION**

I hereby certify that the foregoing Statement of Jukeboxes Owned or Operated and Made Available for Public Performance is true and correct as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and permit the Jukebox License Office to disclose the information contained herein as necessary.

**LICENSEE:** \_\_\_\_\_  
(Signature in ink)

Print Name and Title: \_\_\_\_\_

**Please make checks payable to: Jukebox License Office.**

2 Music Square West • Nashville, TN 37203 • 615-727-5366  
FAX 615-691-7673 • [www.jukeboxlicense.com](http://www.jukeboxlicense.com)



## NOTICE OF CHANGE

Schedule B for the Year 2016

**IF YOU ARE LICENSING FEWER JUKEBOXES THAN LAST YEAR:** You have agreed, as outlined in paragraph 7(b) of the Jukebox License Agreement, to provide us with an explanation and information on the location of the unlicensed jukeboxes:

“7(b) Each party agrees to inform the other of any change of address and, in the case of a sale or transfer of the business or jukebox(es) of the name, telephone number, address, including, city, state, and zip code, of the new owner and the date of the sale or transfer and shall submit a Notice Of Change statement in the form of Schedule “B” attached hereto.”

**TO: JUKEBOX LICENSE OFFICE**

**FROM:** (Company Name) \_\_\_\_\_ **ACCOUNT #** \_\_\_\_\_

### **CHANGE OF ADDRESS:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_)-\_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_)-\_\_\_\_-\_\_\_\_  
Email: \_\_\_\_\_

### **JUKEBOXES SOLD or TRANSFERRED IN PRIOR YEAR:**

Sold to: Company Name: \_\_\_\_\_  
New Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_)-\_\_\_\_-\_\_\_\_ Email: \_\_\_\_\_  
Date of Transfer: \_\_\_\_\_

### **NUMBER of JUKEBOXES REMOVED from LOCATION**

(but not sold) in PRIOR YEAR \_\_\_\_\_  
Please Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date of Removal: \_\_\_\_\_

**Prepared by:** (Signature) \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please print name:** \_\_\_\_\_