

## **LICENSE AGREEMENT – COMPETITIONS / SHOWS**

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

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as follows:

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

- (a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly as part of competitions or shows (collectively, “Competitions”) presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the “ASCAP repertory.”
- (b) For purposes of this Agreement:
  - (i) “ASCAP repertory” means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
  - (ii) “Competition” means a contest, event, show or pageant in which participants demonstrate, or are subjectively evaluated or judged based upon, talent, skill, ability or presentation. Competitions include, but are not limited to, beauty pageants, air-shows, bodybuilding and similar contests, equestrian, cat or dog shows, diving, gymnastics, figure skating, water-skiing, yo-yo and synchronized swimming events, extreme sports, cheerleading, aerobics and dance competitions, and other non-racing spectator events at which betting is not permitted. Competitions do not include substantially objectively-scored or objectively-judged contests such as wrestling or boxing matches, track-and-field events, archery, bowling, tennis and golf tournaments, rodeos and similar events, league team sports including but not limited to basketball, hockey, soccer, baseball, and football, and racing events. Competitions do not include a contest, event, show or pageant in which singing or music is a main focus of the event, such as singing, musical instrument or musical group “battle of the bands” and similar music-focus talent contests.
- (b) This license shall be for an initial term commencing \_\_\_\_\_ and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one (1) year each unless either party terminates it by giving the other party notice at least thirty (30) days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

### **2. Limits on License**

- (a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.
- (b) This license is strictly limited to the LICENSEE; to performances during the course of the Competition and to the premises or area where the Competition takes place; it does not authorize any other performances given at the premises.
- (c) This license does not authorize the broadcasting or telecasting or transmission by wire, Internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP’s repertory to persons outside of the premises or area where each Competition is presented.
- (d) 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 “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.

(e) 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.

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

(g) This license does not authorize any performances in or as part of a concert, musical recital or similar activity.

### **3. License Fees**

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for based on the Rate Schedule, attached to and made a part of this Agreement.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the date due on any required payment that it is not made within thirty (30) days of its due date. LICENSEE shall pay to ASCAP a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to ASCAP.

### **4. Reports and Payments**

(a) Single Competition. In the event LICENSEE holds only a single Competition in the course of a calendar year, then within thirty (30) days after the end of such Competition, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating (i) the type, name, date(s) and location of such Competition; (ii) the total attendance, paid or otherwise, of such Competition; and (iii) the license fee due for each Competition.

(b) Multiple Competitions. In the event LICENSEE holds more than a single Competition in the course of a calendar year, within thirty (30) days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating (i) whether Competitions were presented during the previous quarter; (ii) the type, name, date(s) and location(s) of each such Competition; (iii) the total attendance, paid or otherwise, of each such Competition; (iv) the license fee due for each Competition; and (v) the total license fees due for the previous quarter.

(c) License fees shall be payable at the time the quarterly report is submitted. The minimum annual fee shall be payable within thirty (30) days of invoicing by ASCAP.

(d) ASCAP shall have the right, by its authorized representatives, at any time during customary business hours, and upon thirty (30) days written notice, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any statements, reports and other information and payments rendered by LICENSEE pursuant to this Agreement. ASCAP shall consider all data and information coming to its attention as the result of the submission of statements, reports and other information and payments of LICENSEE or as the result of any examination of LICENSEE'S books and records hereunder as completely and entirely confidential.

(e) If any examination shows that the license fees due ASCAP from LICENSEE have been underpaid by 5% 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 5%, then LICENSEE shall pay a late payment fee on the balance shown due of 1% per month from the date ASCAP demands a 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 forty-five (45) days of receipt of written notification from ASCAP of underpayment. If such examination shows an overpayment of license fees, then ASCAP shall credit the amount of such overpayment within thirty (30) days.

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

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty (30) days 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, this license shall terminate on the expiration of such thirty-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.

**6. Additional Termination Provision**

ASCAP shall have the right to terminate this license upon thirty (30) days written notice if there is any major interference with, or substantial increase in the cost of ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located or in which LICENSEE presents Competition(s) which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

**7. Notices**

ASCAP or LICENSEE may give any notice required by this agreement by sending it by United States Mail, generally recognized same-day or overnight delivery service to the other Party's address described at the top of the agreement, or by transmitting the notice electronically to the other Party's last known facsimile number or e-mail (or similar electronic transmission) address. Notices to ASCAP must also be copied to the following address:

Richard H. Reimer, Esq.  
Legal Department  
ASCAP  
One Lincoln Plaza  
New York, NY 10023.

Each party agrees to notify the other of any change of address.

**8. Applicable Law**

The meaning of the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

**9. Indemnity**

ASCAP agrees to indemnify, save and hold harmless and to defend LICENSEE from and against all claims, demands and suits that may be made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in ASCAP's repertory which are written or copyrighted by members of ASCAP or as to which ASCAP has or shall have rights to grant performance licenses during the term hereof. LICENSEE agrees to give ASCAP immediate notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP copies of all court papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and shall pay attorney's fees and costs in connection with such claims, demands or suits and LICENSEE shall cooperate fully with ASCAP in such defense. ASCAP will promptly provide Licensee with all copies of pleadings, filings, and responses related thereto as they become available. 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.

**10. Counterpart & Facsimile**

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

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE on \_\_\_\_\_, 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.)

