

## LICENSE AGREEMENT – SKATEPARK

**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 \_\_\_\_\_ (“LICENSEE”), located at \_\_\_\_\_

as follows:

### Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at the “Skatepark” known as \_\_\_\_\_ located at \_\_\_\_\_ and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the “ASCAP repertory.” 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) “Skatepark” means an outdoor or indoor facility consisting of flat areas for skating, skateboarding, and biking that contains bowls, pipes, half-pipes, street courses, ramps, pools or other obstacles employed by those who perform stunts on skateboards, inline skates and/or BMX or other so called trick bikes.

(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 year each unless either party terminates it by giving the other party notice at least 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.

### 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 and to the premises and does not authorize any other performances other than those given at the premises, nor does it authorize performances given by anyone else at the premises or at any time.

(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.

(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 does not authorize performances in connection with a skating revue, competition, extravaganza or show for which admission is charged.

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

### **3. License Fees; Reports and Payments**

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee based on “LICENSEE's Operating Policy.” The term “LICENSEE's Operating Policy,” as used in this Agreement, means all of the factors which determine the license fee applicable to the premises under the Rate Schedule. LICENSEE warrants that the attached Statement of LICENSEE's Operating Policy is correct.

(b) The license fee for the first calendar quarter of this Agreement shall be due upon the execution of this Agreement. License fees for each subsequent calendar quarter of this Agreement shall be payable in advance on or before January 15, April 15, July 15 and October 15 of each year of this Agreement.

(c) On or before January 15, April 15, July 15 and October 15 of each year of this Agreement, LICENSEE shall submit a report for the previous quarter stating (i) the date of each event at which “Live Entertainment” occurred and a separate admission charge applied to; (ii) the “Gross Revenue” and “Live Entertainment Expenses” of each event; (iii) the license fee for each event; and (iv) the total license fees due for all such events. The terms “Live Entertainment,” “Gross Revenue,” and “Live Entertainment Expenses” shall have the meanings set forth in the Rate Schedule. License fees for such events shall accompany the report.

(d) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a \$35 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

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

(a) LICENSEE agrees to give ASCAP thirty days prior written notice of any change in Operating Policy. If the change results in an increase in the license fee, LICENSEE agrees to pay ASCAP the increased license fee effective as of the date of such change, whether or not written notice of such change has been given pursuant to this subparagraph. If the change results in a decrease in the license fee, and provided that LICENSEE gives ASCAP written notice pursuant to this subparagraph, LICENSEE shall be entitled to a pro rata credit for any unearned license fees paid in advance. If LICENSEE fails to give written notice of a change resulting in a decrease in the license fee, any reduction and credit shall be effective thirty days after LICENSEE gives ASCAP written notice of the change. For purposes of this Agreement a change in operating policy shall be one in effect for no less than thirty days.

(b) Upon any change in LICENSEE'S Operating Policy, LICENSEE shall furnish a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

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

(d) If LICENSEE discontinues the performance of music at the premises, LICENSEE or ASCAP may terminate this Agreement upon thirty days prior notice, the termination to be effective at the end of such thirty day period. Upon termination, ASCAP shall refund to LICENSEE a pro rata share of any unearned license fees paid in advance. For purposes of this Agreement, 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 herein contained, ASCAP 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 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 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 or the premises are located 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, or by transmitting the notice electronically to the other party's last known facsimile number or e-mail (or similar electronic transmission) address. 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.

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 \_\_\_\_\_

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.)



# SKATEPARK

## 2016 Rate Schedule

### A. FEES FOR MECHANICAL MUSIC AND LIVE ENTERTAINMENT WITHOUT SEPARATE ADMISSION CHARGE

<u>HIGHEST ADMISSION</u>	<u>SQUARE FOOTAGE OF SKATEPARK</u>			
<u>PRICE</u>	<u>Up to 10,000</u>	<u>10,001 to 20,000</u>	<u>20,001 to 40,000</u>	<u>Over 40,000</u>
Less than \$7	\$871.60	\$1,139.50	\$1,475.00	\$1,944.10
\$7.01 - \$12	\$965.30	\$1,247.00	\$1,609.00	\$2,145.40
\$12.01 - \$18	\$1,045.70	\$1,341.00	\$1,743.20	\$2,413.60
Over \$18	\$1,099.40	\$1,434.70	\$1,863.90	\$2,681.70

### B. FEES FOR LIVE ENTERTAINMENT WITH SEPARATE CHARGE.

For performances of "Live Entertainment" where there is a separate or indirect admission, cover, entertainment, minimum or similar charge, the license fee shall be the greater of 1% of "Gross Revenue" or 1% of "Live Entertainment Expenses".

### C. DEFINITIONS

"**Highest Admission Price**" means the highest normal price of admission to the skatepark, and does not refer to the price of admission to extraordinary events at the skatepark which are not regularly scheduled.

"**Gross Revenue**" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each event.

"**Live Entertainment**" means music which is performed at the premises by musicians, singers or other performers, including disc jockeys, karaoke hosts.

"**Live Entertainment Expenses**" means direct and indirect expenditures paid by LICENSEE for all Live Entertainment for the performance of live music including, but not limited to, such payments made to any disc jockey, video jockey or karaoke host, in connection with LICENSEE'S activities at the premises. The term "Live Music Entertainment Expenses" shall include (i) salaries and wages for performers of live music and disc, karaoke or video jockeys (collectively "Performers"); (ii) the value of any accommodations or services which are made available to any entity or person rendering or presenting live music entertainment activities as part of the consideration for such entertainment services; (iii) direct cost of instrument rental or purchase utilized by live entertainment performers; and (iv) payments to booking agents, outside production companies or payments to other parties who provide such services relating to the performance or live music entertainment.

### D. SEASONAL RATES

For seasonal licenses, the annual rate for periods up to four months of operation is one-half the annual rate; for each additional month the rate is 1/12 the annual rate. The seasonal rate will in no case be more than the annual rate.

### E. FEE FOR CALENDAR YEAR 2017 AND BEYOND

The license fee for calendar year 2017 and each subsequent year shall be the license fee for the preceding 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, rounded to the nearest ten cents.

ASCAP

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

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



ASCAP

# SKATEPARK

## Live Entertainment Report Form

For performances of "Live Entertainment" where there is a separate or indirect admission, cover, entertainment, minimum or similar charge, the license fee shall be the greater of 1% of "Gross Revenue" or 1% of "Live Entertainment Expenses".

Report For Quarterly Period:   /   /    to   /   /

**Reports are due 15 days after each calendar quarter**  
**Jan 15 (Oct - Dec), Apr 15 (Jan - Mar), Jul 15 (Apr - Jun), Oct 15 (Jul - Sep)**

Event Dates(s) With Separate Admission (mm/dd/yy)	Show Name	(A) Gross Revenue	(B) Live Entertainment Expenses**	(C) Event Fee - The Greater of (A) or (B) X's .01

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