

LICENSE AGREEMENT-COMMON AREAS IN SHOPPING CENTERS AND SHOPPING MALLS



2 Music Square West, Nashville, TN 37203

and _____

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing _____, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at common areas in the shopping center or shopping mall known as:

_____ and located at: _____

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(c) 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 agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in paragraph "1(b)" hereof, and is limited to LICENSEE and to the premises.

(b) 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 outside of the premises.

(c) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the statutory license provisions of 17 U.S.C. §116.

(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 is limited to LICENSEE'S performances at the premises which are given at common areas in LICENSEE'S shopping center or shopping mall, and does not extend to performances in individual establishments, such as stores or restaurants, located in LICENSEE'S shopping center or shopping mall.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the rate schedule printed below and made part hereof, on January 15, April 15, July 15 and October 15 of each year for the previous calendar quarter.

(b) LICENSEE shall submit reports to SOCIETY, on forms supplied free of charge by SOCIETY, as specified in the rate schedule printed below and made part hereof.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, 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. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

5. 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 of performing rights,

SOCIETY shall have the right to terminate this agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

6. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail sent to either 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 ASCAP and LICENSEE.
this day of , 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.)



SHOPPING CENTERS

2016 Rate Schedule

I. PERFORMANCE OF LIVE MUSIC, OR PERFORMANCE OF MECHANICAL MUSIC WITH ACTS

<u>SIZE OF SHOPPING CENTER/SHOPPING MALL*</u>	<u>DAILY LICENSE FEE</u>
Up to 299,999 Square Feet	\$43.50
300,000 Square Feet to 899,999 Square Feet	\$59.00
900,000 Square Feet and Over	\$72.50

*Size of shopping center/shopping mall shall include all shopping center or mall areas with the sole exception of parking areas.

MAXIMUM ANNUAL LICENSE FEE

The maximum annual license fee to be paid under this Rate Schedule I. shall be \$3,531.00.

CHAIN DISCOUNT

LICENSEE shall be entitled to a 20% reduction in the maximum annual license fees under this Rate Schedule I. provided said fees are paid for at least 10 shopping centers or shopping malls operated by LICENSEE.

II. PERFORMANCE OF MUSIC BY MECHANICAL MEANS ONLY, WITHOUT ACTS

A. Annual license fee for audio-only performances
\$237.00 Up to 3 Speakers
\$ 48.50 Each Additional Speaker
Maximum License Fee: \$1,986.00

B. Annual license fee for audio-visual performances
\$357.00 Up to 3 Speakers
\$ 72.00 Each Additional Speaker
Maximum License Fee: \$2,997.00

If performances are given by both audio and audio-visual means, the higher license fee shall apply.

LICENSE FEES FOR CALENDAR YEAR 2017 AND THEREAFTER

The annual rates set forth in this Rate Schedule will apply for the calendar year 2016. Rates for each subsequent calendar year will be 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.

REPORTS DUE

LICENSEE shall submit reports to SOCIETY as follows:

1. An annual report, submitted with the January 15 quarterly payment of license fees, for each shopping center/shopping mall for which an annual license fee is paid.
2. A quarterly report, submitted with each quarterly payment of license fees, for each shopping center/shopping mall for which daily license fees under Rate Schedule I are paid. Said reports shall include all information necessary for the completion of the appropriate license fees.

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

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



COMMON AREAS IN INDIVIDUAL SHOPPING CENTERS AND SHOPPING MALLS

2016 Report Form

Account Number:

Premise Name:

Report Period: / / - / /

Section I. LIVE MUSIC PERFORMANCE OR MECHANICAL MUSIC PERFORMANCE WITH ACTS

If you are reporting live music or mechanical music with acts, complete this section, if not go to Section II.

A. Size of Shopping Center/Shopping Mall: _____ Sq. ft.

B. Enter each day(s) qualifying performance(s) as a single line entry*:

	<u>Date</u>	<u>Name or Description of Performances</u>	<u>Daily ASCAP License Fee**</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

TOTAL: (Add lines 1 through 10, plus totals from any additional report forms, but not more than \$3,531.00) \$

Section II. MECHANICAL MUSIC PERFORMANCES WITHOUT ACTS

Only to be completed during first quarter of each year.

If you are reporting mechanical music performances without acts, complete this Section. If not, go to Section III.

If you use a background music supplier licensed by ASCAP, enter their name and address.

Company Name: Address:

Do you provide your own mechanical music? ☐ Yes ☐ No If "yes", complete the following, if "no" go to Section III.

Annual ASCAP Mech. License Fee**

1. Audio Only: Number of speakers _____
(Maximum license fee: \$1,986.00)

2. Audio-Visual: Number of speakers _____
(Maximum license fee: \$2,997.00)

TOTAL: (Add lines 1 and 2, but not more than \$2,997.00) \$

Section III. TOTAL LICENSE FEES DUE (Add TOTALS from Sections I. and II.) \$

If you are reporting more than 10 days, or need additional forms, you may photocopy this form or contact us at 1-800-505-4052.

*Size of shopping center/shopping mall shall include all shopping center or shopping mall areas with the sole exception of parking areas.

**In calculating the ASCAP license fee, please refer to the Rate Schedule on the back of this form.

Contact Person & Title	<input type="text"/>	
Phone Number:	<input type="text"/> - <input type="text"/> - <input type="text"/>	Ext: <input type="text"/>
	Fax Number: <input type="text"/> - <input type="text"/> - <input type="text"/>	
Email:	<input type="text"/>	
Website:	<input type="text"/>	
I certify the above information is true and correct.		
Dated: <input type="text"/> / <input type="text"/> / <input type="text"/>	Signature: <input type="text"/>	

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

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