

2026

General Licensing Agreements And Rate Schedules

American Society of Composers, Authors, and Publishers
2 Music Square West
Nashville, TN 37203
1-800-505-4052

2026 General Licensing Agreements and Rate Schedules
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ADULT ENTERTAINMENT

GENERAL LICENSE AGREEMENT – ADULT ENTERTAINMENT ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203

and LICENSEE,

LICENSEE Legal Name:

LICENSEE Business Name:

Address:

Tel: Fax: Email:

as follows: (*Check one*) ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____

1. Grant; Term of License

(a) ASCAP grants, and LICENSEE accepts, for a term of one (1) year, commencing and continuing thereafter for additional terms of one (1) year each unless terminated by either party as hereinafter provided, a license to perform publicly at the Adult Entertainment Establishment(s) (*see definitions below) (check one*) ☐ same legal address as above ☐ same mailing address as above ☐ (other address; *please complete*)

and at the locations listed on the premises form attached and made a part hereto (the "Premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the ASCAP Repertory (*see definitions below*).

(b) This Agreement shall operate to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Any assignment of this Agreement shall require ASCAP's prior written approval. 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, provided, however, that assignee may accept the obligations of assignor upon written notice to ASCAP.

(c) Either party may, on or before thirty (30) 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.

(d) Upon a change in a Premises address, LICENSEE shall notify ASCAP immediately of such new address, which shall be incorporated herein.

2. Limitations on License

(a) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises.

(b) This license does not authorize live concert performances at the Premises when tickets for such live concert performances can be purchased from or through Outside Ticket Services (*see definitions below*).

(c) This license does not authorize performances occurring outside the Premises, including but not limited to conventions, trade-shows and third-party events.

(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 (*see definitions below*) in its entirety; (ii) performance of one or more musical compositions from a Dramatico-Musical Work 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; or (iv) performance of a concert version of a Dramatico-Musical Work.

(e) This license does not authorize performances on the premises by means of a "Coin-operated Phonorecord Player" (*see definitions below*) that is licensed by the Jukebox License Office ("JLO") or via another ASCAP license. For the avoidance of doubt, neither the JLO license nor such other license would authorize performances by means of a jukebox that is activated by dancers or LICENSEE's employees.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule and Statement of Operating Policy, which is attached hereto and made a part hereof. For multiple premises, LICENSEE shall complete the premises form listing the LICENSEE'S premises and their addresses and the Total Authorized Occupancy as of that date. LICENSEE warrants and represents that the information LICENSEE sets forth on the premises form and Statement of Operating Policy is true and correct as of the date hereof.

(b) LICENSEE shall submit an amended premises form upon a change in the Total Authorized Occupancy and shall certify the truth and accuracy of such changes. Such amended premises form shall be used to determine the license fees for the next license period.

(c) LICENSEE shall pay the annual license fee for the initial license term upon execution of this Agreement and for subsequent license terms no later than thirty (30) days after the anniversary date of this Agreement.

(d) If LICENSEE pays the annual license fee in accordance with subparagraph 3(c), LICENSEE shall be entitled to a discount to the applicable license fee for such year as set forth on the Rate Schedule, pursuant to conditions set forth therein, provided that no license fees remain due and owing under this or any other prior ASCAP license.

(e) LICENSEE agrees to pay ASCAP any applicable charge levied by banks or other financial institutions for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to ASCAP, but in no event less than $35.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1½% per month, or the maximum rate permitted by the law of the state in which the Premises licensed hereunder are

located, whichever is less, from the date such license fees became due.

(g) Governmental Entities (*see definitions below*) may impose special taxes or levies on ASCAP related to the licensing of public performances. Accordingly, in the event that LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, then LICENSEE agrees to pay to ASCAP the full amount of such tax, provided that (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees.

(h) If LICENSEE discontinues the performance of music at all the Premises, LICENSEE or ASCAP may terminate this Agreement upon thirty (30) days notice, the termination to be effective at the end of the thirty (30) day period. In the event of such termination, ASCAP shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. Fees shall be considered fully earned if music is performed at any Premises. For purposes of this Agreement, a discontinuance of music shall be one in effect at all premises for at least thirty (30) days.

4. 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 the breach or default, and in the event that it has not been cured within the thirty (30) day period, this license shall terminate on the expiration of that period without further notice from ASCAP to LICENSEE.

5. Interference in ASCAP's Operations

Governmental Entities from time to time may enact laws that create obstacles to ASCAP's licensing of public performances. Accordingly, 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, ASCAP shall have the right to terminate this Agreement immediately and shall refund to LICENSEE any unearned license fees paid in advance.

6. 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 678-239-3555; and (c) if by electronic mail, to glcs@ascap.com. Notices to LICENSEE shall be sent to the mailing address, facsimile number or electronic mail address set out above. Each party agrees to inform the other of any change of address and/or contact information.

7. Definitions.

(a) "Adult Entertainment Establishment" shall mean an establishment that provides entertainment primarily for adults such as, but not limited to, striptease, erotic, nude or semi-nude performances, and includes, but is not limited to, burlesque houses, gentlemen's clubs, strip clubs, go-go bars and similar establishments.

(b) "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(c) "Coin-operated Phonorecord Player" is a machine or device that (i) is employed solely for the performance of non-dramatic musical works by means of phonorecords [compact discs, for example] upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission at the time of performance; (iii) is accompanied by a list which is comprised of the titles of all of the musical works available for performance on it, and is affixed to or otherwise appears on the phonorecord player, or is posted in the establishment in a prominent position where it can be readily examined by the public at the time of performance; and (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located at the time of performance [as distinguished from the establishment's employees or performers].

(d) "Dramatico-Musical Work" shall mean a work such as, but not limited to, a musical comedy, opera, play with music, revue, or ballet.

(e) "Governmental Entities" shall mean states, territories, dependencies, possessions or political subdivisions.

(f) "Outside Ticket Services" shall mean third-party services distributing tickets to the public for events at the Premises, such as, but not limited to, Ticketmaster, Ticketweb and Ticketron.

(g) "Total Authorized Occupancy" shall mean the total allowable occupancy of the premises under the local fire or similar regulations.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE, this ____ day of _____, 20__.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS	LICENSEE _____
By: _____	By: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

(For 'Title', fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner"; (c) If individual owner, write "individual owner.")

ADULT ENTERTAINMENT ESTABLISHMENTS

Rate Schedule & Statement of Operating Policy for Calendar Year 2026

Licensee Name:
Premises Mailing Address: :

2026 RATES

OCCUPANCY	FEE
1-75	**$1,324.00**
For each additional occupant between 76 and 150	**$15.61 per occupant**
For each additional occupant between 151 and 250	**$12.50 per occupant**
For each additional occupant between 251 and 400	**$9.35 per occupant**
For each additional occupant over 400	**$7.78 per occupant**

Minimum Annual Fee is $1,324.00

FEE CALCULATION

TOTAL AUTHORIZED OCCUPANCY

(total allowable occupancy of the premises under the local fire or similar regulations)

1)	**Occupants 1- 75**					***$1,324.00***
2)	**Additional Occupants between 76 and 150**	_____	**X**	**$15.61**	**=**	_____
3)	**Additional Occupants between 151 and 250**	_____	**X**	**$12.50**	**=**	_____
4)	**Additional Occupants between 251 and 400**	_____	**X**	**$9.35**	**=**	_____
5	**Occupants over 400**	_____	**X**	**$7.78**	**=**	_____

Total Occupancy (sum lines 1 – 5) _____ **Total Fees Due** (sum lines 1 – 5) _____

DISCOUNTS

One Year Payment. Full payment of total annual license fees upon execution of the Agreement, but no later than thirty (30) days of initial invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles LICENSEE to a 10% discount on such annual license fees.

Two Year Payment. Full payment of total annual license fees for two (2) years upon execution of the Agreement, but no later than thirty (30) days of initial invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles LICENSEE to a 15% discount on such aggregated two-year annual license fee payment. For purposes of calculating the two-year payment, fees for the second year shall equal the fees for the first year but shall be subsequently adjusted upon the release of the second-year rates.

LICENSE FEES FOR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

I certify that the information contained herein is true and correct. By:_____ Date:_____

Name:_____

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

AIRLINE
AUDIO-VISUAL PERFORMANCES ONLY
(Licensed Directly with Airline for AV Only)

LICENSE AGREEMENT – AIRLINES
AUDIO-VISUAL PERFORMANCES ONLY

Agreement between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

_____ located at _____
_____

("LICENSEE"), as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly by audio-visual means only on board all United States registered aircraft owned or operated by LICENSEE and equipped for the performance of music by audio-visual means only (the "licensed aircraft"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) This license shall be for a one year term commencing _____, and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of a calendar year. If such notice is given, the license shall terminate on the last day of the year which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise and is limited strictly to LICENSEE and to the licensed aircraft.

(b) This license does not authorize any audio-only performances on the licensed aircraft.

(c) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the licensed aircraft.

(d) This license does not authorize any performances in or at any airports, airline terminals, boarding areas, runways or hangars, other than performances on board licensed aircraft.

(e) 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 or visual representation; or

(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.

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fees set forth in the Rate Schedule attached to and made a part of this Agreement and based on "LICENSEE's Operating Policy" (as hereinafter defined). The term LICENSEE's Operating Policy," means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports and Payments

(a) LICENSEE shall furnish reports to ASCAP on or before the tenth day of each calendar month for the preceding calendar month, which shall include: (A) the number of aircraft within each category of seating capacity specified in the Rate Schedule, equipped for in-flight performances of music by audio-visual means and in revenue service at any time during each such month; (B) the license fee due for each such category for said month; and (C) the total license fee due for aircraft equipped only for in-flight performances of music by audio-visual means for said month. (D) Together with each such report, LICENSEE shall also furnish ASCAP with a copy of the in-flight entertainment guide, or equivalent publication, for each month to which the report pertains, and any and all other information which LICENSEE may have identifying the individual musical compositions performed on any of the licensed aircraft during such month.

(b) Payment of license fees shown due shall accompany each report.

(c) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, ASCAP may impose and LICENSEE shall pay a finance charge on the license fees due at the rate of 1 ½ % per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

5. ASCAP's Right to Audit

(a) 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 only to such extent as may be necessary to verify any statements of LICENSEE's Operating Policy required pursuant to this Agreement.

(b) 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.

(c) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½ % per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount.

(d) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

(e) ASCAP's right to audit under this Agreement shall survive any termination of this Agreement.

6. Breach or Default

Upon any breach or default by either party of any term or condition herein contained, either party may terminate the license granted by this Agreement by giving the other party 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.

7. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, 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 increase of ten per cent (10%) or more in the cost to ASCAP 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, ASCAP shall have the right to terminate this Agreement upon written notice to LICENSEE.

8. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail sent to the addresses stated above. Each party agrees to inform the other of any change of address.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

10. Applicable Law

The meaning of the provisions of this Agreement shall be construed in accordance with the laws of the State of New York.

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.)

AIRLINES LICENSE AGREEMENT
AUDIO-VISUAL PERFORMANCES ONLY

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ **Premise Name:** _____

ANNUAL LICENSE FEE FOR EACH LICENSED AIRCRAFT

For the Period
January 1, 2026 through December 31, 2026

Category of Seating Capacity*	Annual License Fee
100 or fewer seats	$216.00
101 to 200 seats	$345.00
201 to 300 seats	$450.00
More than 300 seats	$552.00

* "Seating Capacity" means the total number of seats available for passengers but does not include seats designed for the exclusive use of crew.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fees for each calendar year commencing 2027 shall be the license fee 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. Any such adjustment shall be rounded to the nearest dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

MONTHLY LICENSE FEE FOR EACH AIRCRAFT EQUIPPED FOR PERFORMANCES OF MUSIC BY AUDIO-VISUAL MEANS

100 OR FEWER SEATS	X	$ 18.00	=	$
101 TO 200 SEATS	X	$ 28.75	=	$
201 TO 300 SEATS	X	$ 37.50	=	$
MORE THAN 300 SEATS	X	$ 46.00	=	$

Total Licensing Fee Due: $ _____.__

Contact Person & Title _____

Phone Number: ___-___-____ Ext: _____ Fax Number: ___-___-____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __/__/____ Signature: _____

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

AIRLINE
BOARDING, AUDIO AND AUDIO VISUAL

LICENSE AGREEMENT -- AIRLINES

AGREEMENT between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203 and

located at ("LICENSEE"), as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on board all United States registered aircraft owned or operated by LICENSEE and equipped for the performance of music by audio means, audio-visual means, or both such means (the "licensed aircraft"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) This license shall be for a one year term commencing and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of a calendar year. If such notice is given, the license shall terminate on the last day of the year which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise and is limited strictly to LICENSEE and to the licensed aircraft.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the licensed aircraft.

(c) This license does not authorize any performances in or at any airports, airline terminals, boarding areas, runways or hangars, other than performances on board licensed aircraft.

(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 or visual representation; or

(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, musical comedy, opera, play with music, revue, or ballet.

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fees set forth in the Rate Schedule attached to and made a part of this Agreement and based on "LICENSEE's Operating Policy" (as hereinafter defined). The term LICENSEE's Operating Policy," means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports and Payments

(a) LICENSEE shall furnish reports to ASCAP on or before the tenth day of each calendar month for the preceding calendar month, which shall include:

(A) the number of aircraft within each category of seating capacity specified in the Rate Schedule, equipped only for performances of boarding music and in revenue service at any time during the preceding calendar month;

(B) the license fee due for each such category for said month;

(C) the total license fee due for aircraft equipped only for performances of boarding music for said month;

(D) the number of a aircraft within each category of seating capacity specified in the Rate Schedule, equipped for in-
flight performances of music by audio means only and in revenue service at any time during the preceding calendar month;
(E) the license fee due for each such category for said month;
(F) the total license fee due for aircraft equipped for in-flight performances of music by audio means only for said month;
(G) the number of aircraft within each category of seating capacity specified in the Rate Schedule, equipped for in-flight performances of music by audio-visual means and in revenue service at any time during the preceding calendar month;
(H) the license fee due for each such category for said month;
(I) the total license fee due for aircraft equipped for in-flight performances of music by audio-visual means for said month; and
(J) the total license fee due for all aircraft in revenue service for said month.
(K) Together with each such report, LICENSEE shall also furnish ASCAP with a copy of the in-flight entertainment guide, or equivalent publication, for the month to which the report pertains, and any and all other information which LICENSEE may have identifying the individual musical compositions performed on any of the licensed aircraft during such month.

(b) Payment of license fees shown due shall accompany each report.

(c) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, ASCAP may impose and LICENSEE shall pay a finance charge on the license fees due at the rate of 1 ½ % per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

5. ASCAP's Right to Audit

(a) 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 only to such extent as may be necessary to verify any statements
of LICENSEE's Operating Policy required pursuant to this Agreement.

(b) 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.

(c) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½ % per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount.

(d) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

(e) ASCAP's right to audit under this Agreement shall survive any termination of this Agreement.

Breach or Default

Upon any breach or default by either party of any team or condition herein contained, either party may terminate the license granted by this Agreement by giving the other party 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.

7. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP 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 increase of ten per cent (10%) or more in the cost to ASCAP 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, ASCAP shall have the right to terminate this Agreement upon written notice to LICENSEE.

8. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail sent to the addresses stated above. Each party agrees to inform the other of any change of address.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

10. Applicable Law

The meaning of the provisions of this Agreement shall be construed in accordance with the laws of the State of New York.

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.)

AIRLINES LICENSE AGREEMENT

2026 Rate Schedule

ANNUAL LICENSE FEE
FOR EACH LICENSED AIRCRAFT
FOR THE PERIOD
JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

If performances are given by audio-visual means and by audio means (whether boarding or other), the highest license fee shall apply)

Schedule I. Category of Seating Capacity*	Annual License Fee for Each Aircraft Equipped ONLY for Performances of Boarding Music
100 or fewer seats	$ 157.00
101 to 200 seats	$ 248.00
201 to 300 seats	$ 326.00
More than 300 seats	$ 399.00

Schedule II. Category of Seating Capacity*	Annual License Fee for Each Aircraft Equipped for Performances of Inflight Music By Audio Means Only (with or without boarding music)
100 or fewer seats	$ 560.00
101 to 200 seats	$ 899.00
201 to 300 seats	$ 1,165.00
More than 300 seats	$ 1,426.00

Schedule III. Category of Seating Capacity*	Annual License Fee for Each Aircraft Equipped for Performances of Inflight By Audio-Visual Means (with or without boarding music)
100 or fewer seats	$ 650.00
101 to 200 seats	$ 1,034.00
201 to 300 seats	$ 1,344.00
More than 300 seats	$ 1,653.00

*** "Seating capacity" means the total number of seats available for passengers but does not include seats designed for the exclusive use of crew.**

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for each calendar year commencing 2027 and thereafter shall be the license fee 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. Any such adjustment shall be rounded to the nearest dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

AIRLINES LICENSE AGREEMENT

2026 Statement of Licensee's Operating Policy

Account Number: _____ **Account Name:** _____

** "Seating Capacity" means the total number of seats available for passengers but does not include seats designed for the exclusive use of crew.*

If performances are given by audio-visual means and by audio means (whether boarding or other), the highest license fee shall apply.

Report for the Month of (including year): ☐

I. MONTHLY LICENSE FEE FOR EACH AIRCRAFT EQUIPPED FOR PERFORMANCES OF BOARDING MUSIC ONLY

CATEGORY OF SEATING CAPACITY*	NUMBER OF AIRCRAFT IN CATEGORY		LICENSE FEE PER AIRCRAFT		LICENSE FEE
A. 100 OR FEWER SEATS	_____	X	$ 13.08	=	$_____
B. 101 TO 200 SEATS	_____	X	$ 20.67	=	$_____
C. 201 TO 300 SEATS	_____	X	$ 27.17	=	$_____
D. MORE THAN 300 SEATS	_____	X	$ 33.25	=	$_____

E. Total license fee due for each aircraft equipped for performances of boarding music ONLY (the total of lines I. A through D): $_____

II. MONTHLY LICENSE FEE FOR EACH AIRCRAFT EQUIPPED FOR PERFORMANCES OF INFLIGHT MUSIC BY AUDIO MEANS ONLY

CATEGORY OF SEATING CAPACITY*	NUMBER OF AIRCRAFT IN CATEGORY		LICENSE FEE PER AIRCRAFT		LICENSE FEE
A. 100 OR FEWER SEATS	_____	X	$ 46.67	=	$_____
B. 101 TO 200 SEATS	_____	X	$ 74.92	=	$_____
C. 201 TO 300 SEATS	_____	X	$ 97.08	=	$_____
D. MORE THAN 300 SEATS	_____	X	$118.83	=	$_____

E. Total license fee due for aircraft equipped for performances of inflight music by audio means ONLY (the total of lines II. A through D): $_____.

III. MONTHLY LICENSE FEE FOR EACH AIRCRAFT EQUIPPED FOR PERFORMANCES OF INFLIGHT MUSIC BY AUDIO-VISUAL MEANS

CATEGORY OF SEATING CAPACITY*	NUMBER OF AIRCRAFT IN CATEGORY		LICENSE FEE PER AIRCRAFT		LICENSE FEE
A. 100 OR FEWER SEATS	_____	X	$ 54.17	=	$ _____
B. 101 TO 200 SEATS	_____	X	$ 86.17	=	$_____
C. 201 TO 300 SEATS	_____	X	$112.00	=	$_____
D. MORE THAN 300 SEATS	_____	X	$137.75	=	$_____

E. Total license fee due for aircraft equipped for performances of inflight music by audio-visual means (the total of lines III. A through D): $_____

Contact Person & Title ☐☐☐

AIRPORT

AIRPORT BLANKET LICENSE AGREEMENT

Agreement between the 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:

1. Grant and Term of License

(a) ASCAP grants, and LICENSEE accepts, a license to perform or cause to be performed publicly at "LICENSEE's Airport Location" (as defined below) and via "Internet Transmissions" (as defined below), and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions now or hereafter during the term of this Agreement in the ASCAP Repertory (as defined below), and of which ASCAP shall have the right to license such performing rights.

(b) As used in this Agreement, the following terms shall have the meanings indicated:

(i) "LICENSEE's Airport Location" means all areas of, and within, the airport facility known as _____ accessible by the general public and/or airport employees, including airline or airport member lounges and airline or airport-owned convenience and retail stands and stores. Licensee's airport location does not include aircraft, helicopters or other vehicles.

(ii) "Internet Transmissions" shall mean all transmissions of content to users from or through "LICENSEE's Internet Site" (as defined below), or from any other Internet site pursuant to an agreement between LICENSEE and the operator of the other Internet site, when accessed by means of any connection from LICENSEE's Internet Site.

(iii) "LICENSEE's Internet Site" means " a site accessible via the Internet or a similar transmission facility from which audio content is transmitted to users that has either the principal Universal Resource Locator (URL) of «WEBSITE» or any other URL owned and operated by LICENSEE.

(ii) "ASCAP Repertory" means musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(c) This license shall be for an initial term commencing _____, and ending December 31st of the same calendar year and continuing thereafter for additional terms of one (1) year each unless terminated by either party. Either party may, on or before thirty (30) 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 ASCAP, and is limited to LICENSEE and LICENSEE's airport location.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, wireless means or otherwise, of renditions of musical compositions in the ASCAP repertory to persons outside of LICENSEE's airport location except as permitted under Section 1(a).

(c) This license does not authorize any performance by means of a coin-operated phonorecord player or jukebox for which a license is otherwise available from the Jukebox License Office.

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

(e) 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".

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.

(f) This license does not extend to performances that require a direct or indirect admission charge.

(g) This license does not cover performances made on aircraft or in the course of passengers boarding and deboarding aircraft.

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fees as set forth in the Rate Schedule, attached to and made a part of this Agreement, and based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports

(a) LICENSEE shall furnish reports to ASCAP upon entering into this Agreement and on or before January 31st of each succeeding year, on forms supplied free of charge by ASCAP.

(b) The report to be submitted upon entering into this Agreement shall state for LICENSEE's airport location, the total annual airport passenger traffic throughout LICENSEE's airport and the license fee due for that year.

(c) The reports to be submitted on or before January 31st of each succeeding term shall state the total annual airport passenger traffic throughout LICENSEE's airport for the previous year shall be used to determine the total license fee due for that year.

(d) If LICENSEE does not submit the annual report, LICENSEE's prior annual report will be used to determine the license fees for the current calendar year, to be adjusted upwards upon ASCAP's receipt of information demonstrating higher annual airport passenger traffic.

5. Payment of License Fees

(a) LICENSEE shall pay ASCAP the license fees due hereunder as follows:

(i) Upon entering into this Agreement, the license fees due for the first year of this Agreement as shown by the report due at that time; and

(ii) By the end of the first month of each succeeding term, the license fees for the then current term, and any additional license fees due for the previous term.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to ASCAP by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

6. ASCAP's Right to Verify Reports

(a) ASCAP, upon reasonable notice, shall have the right to examine LICENSEE's books and records to such extent as may be necessary to verify the reports and fees required by this Agreement.

(b) ASCAP shall consider all data and information coming to its attention as the result of the submission of reports or other documentation submitted by LICENSEE as completely and entirely confidential.

7. Breach or Default

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

8. Interference with ASCAP's Operations

In the event of:

(a) any major interference in the operations of ASCAP 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 ASCAP 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,

ASCAP shall have the right to terminate this Agreement forthwith by thirty (30) days written notice. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

9. Indemnification

ASCAP agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in the ASCAP repertory. LICENSEE agrees to give ASCAP immediate notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining to it. ASCAP shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with ASCAP in such defense. 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. ASCAP's liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to ASCAP under this Agreement for the calendar year in which the performance or performances which are the subject of the claim, demand or suit occurred.

10. **Notices**

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by confirmed 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 notify 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	LICENSEE _____
By: _____	By: _____
Title _____	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.)

AIRPORT

2026 Statement of Licensee's Operating Policy

Account Number: _____ Account Name: _____

Annual Passenger Category	Annual Passenger Traffic	2026 Annual Music Fee
1	Less than 1,000,000	$1,160.50
2	1,000,000 to 10,000,000	$1,620.00
3	10,000,001 to 25,000,000	$2,082.00
4	25,000,001 to 45,000,000	$2,549.50
5	More than 45,000,000	$3,010.50

Name of Airport: _____

Address: _____

Number of Passengers for reporting year: _____

Category (per agreement): _____

Total Fee (using the above chart): $_____

Annual CPI Adjustment

Rates for each subsequent calendar year of this Agreement shall 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, rounded to the nearest one-half dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: Website:

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature:

ARENA OR STADIUM

LICENSE AGREEMENT –
ARENA OR STADIUM

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203 and

, ("LICENSEE")

located

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 in "Events" and "Concerts" presented at the arena or stadium known as (seating capacity) (the "premises") 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) "Events" means athletic events, competitions, expositions, exhibitions, festivals (except music festivals) and similar events of limited duration.

(iii) "Concerts" means musical attractions including concerts, recitals, shows, dances and pageants.

This license shall be for an initial term commencing frmLCDate, 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 by December 1 of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of that year.

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 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 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 where each concert shall be presented.

(c) 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.

(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 the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the ASCAP Concert and Recital Rate Schedule(s) for each Concert or the applicable license fee for each Event based upon the "Operating Policy" of each Event presented. For purposes of this Agreement "Operating Policy" means the all of the factors which determine the license fee applicable to the Event under the Rate Schedule.

(i) ASCAP's Rate Schedules for Concerts and Recitals, Wrestling and Boxing matches, Minor League Basketball and Hockey Games, Dog, Horse, Gymnastic and Skating Competitions, Tractors Pulls, Circuses, Rodeos, Professional Tennis, Festivals, Conventions, Expositions and Trade Shows are attached to and made part of this Agreement.

(ii) If Events other than those set forth above are presented, the appropriate ASCAP Rate Schedule at the time of the presentation shall apply.

(b) Fifteen days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report stating whether Events or Concerts were presented during the previous quarter. Each report shall contain the information for each Event or Concert required under paragraph 3.(c) or 3.(d) below, the license fee due for each Event or Concert and the total license fees due for all Events and Concerts presented that quarter.

(c) For each Event presented during the previous quarter, the report shall contain the Operating Policy of each Event.

(d) For each Concert presented during the previous quarter, the report shall state:

(i) the date presented;

(ii) the name of the attraction(s) appearing;

(iii) the seating capacity of the Arena (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);

(iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed $5.00. LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;

(v) if the Concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from

the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause;

(vi) the license fee due for each Concert; and

(e) License fees shall be payable at the time the quarterly report is submitted.

(f) If LICENSEE presents, sponsors or promotes a Concert with another person or entity licensed under ASCAP's Concert & Recital License Agreement, LICENSEE'S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(g) If LICENSEE fails to submit a Concert report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.

(h) LICENSEE shall furnish to ASCAP, where available, at the same time payment of license fees is made a program containing a list of all musical works, including encores, performed in each of LICENSEE'S concerts.

(i) 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 $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. 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.

5. Right To Verify Reports

(a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE's request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. 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. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP's right to audit for the full three calendar years preceding the year in which notification was given.

(c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.

6. Additional Termination Provisions

(a) 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 is 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.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate the application of this Agreement to Events at any time upon thirty days written notice provided that ASCAP terminates all licenses and rate schedules applicable to that such Event. ASCAP shall also have the right to terminate the application of this Agreement to Concerts at any time upon thirty days written notice provided that ASCAP terminates all Blanket Concert and Recital Licenses at the same time.

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.)

EXHIBIT A

Rate Schedule

FOR LIVE CONCERT EVENTS OTHER THAN FREE CONCERT EVENTS

Seating Capacity*	Percentage Applied to Net Revenue
0 -> 2,500	0.80%
2,501 -> 5,000	0.40%
5,001 -> 10,000	0.25%
10,001 -> 25,000	0.20%
More than 25,000	0.10%

- Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

FOR BENEFIT CONCERT EVENTS AND FREE CONCERT EVENTS

Seating Capacity*	Rate Per Event
0 -> 5,500	$12.00
5,501 -> 10,000	$66.00
10,001 -> 20,000	$137.00
20,001 -> 60,000	$232.00
More than 60,000	$452.00

MINIMUM ANNUAL FEE. The minimum annual fee payable hereunder shall be $319.00.

Per-Event Rates For Year 2027 and Thereafter

The per-event rates for Free Concert Events, and the minimum annual fee for each calendar year commencing 2027 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

WRESTLING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Card

2026 Season $151.50

The term "Card" shall mean each wrestling session for which separate admission is charged or separate entry is required. For example, if a wrestling event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all card occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each show. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last card. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Cards for the Above Season:** ☐

2) **Applicable Rate per Card for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

BOXING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Card

2026 Season $151.50

The term "Card" shall mean each boxing session for which separate admission is charged or separate entry is required. For example, if a boxing event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all cards occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each card. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last card. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Cards for the Above Season:** ☐

2) **Applicable Rate per Card for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

GYMNASTIC COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each gymnastic competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

DOG COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each dog competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052

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

HORSE COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each horse competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP License Agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

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

RODEO

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name: _____

License Fee Per Show

2026 Season $151.50

The term "show" shall mean each rodeo session for which separate admission is charged or separate entry is required. For example, if a rodeo has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all shows occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each show. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last show. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Sessions for the Above Season:** ☐

2) **Applicable Rate per Session for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

SKATING COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each skating competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP License Agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___-___-____ Ext: _____ Fax Number: ___-___-____

Email: _____ Website: _____

I certify the aboe information is true and correct.

Dated: __/__/____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

TRACTOR PULL

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Event

2026 Season $461.00

The term "event" shall mean each tractor pull session for which separate admission is charged or separate entry is required. For example, if an event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all events occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each event. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last event. In such circumstances, SOCIETY'S Concert Rate Schedule shall apply.

Annual License Fee for 2027 Season and Thereafter

The annual license fee for each event for each Season commencing 2027 shall be the license fee for the preceding season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Events for the Above Season:** ☐

2) **Applicable Rate per Event for Above Season:** **x $461.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

CIRCUSES

2026 Rate Schedule

Seating Capacity	Rate Per Presentation
Up to 500	$ 6.00
501 to 1,500	$ 20.00
1,501 to 2,500	$ 34.00
2,501 to 3,500	$ 44.50
3,501 to 4,500	$ 63.50
4,501 to 5,500	$ 84.50
5,501 to 6,500	$ 107.00
6,501 to 7,500	$ 139.00
7,501 to 10,000	$ 172.00
10,001 to 15,000	$ 213.00
Over 15,000	$ 267.50

Annual CPI Adjustment

Rates for each subsequent calendar year of this Agreement shall 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, rounded to the nearest one-half dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CONVENTIONS, EXPOSITIONS, INDUSTRIAL, SHOWS, MEETINGS AND TRADE SHOWS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Number of Attendees	Fee Per Event
Less than 1,500	$168.00
1,501 - 3,000	$591.00
3,001 - 5,000	$985.00
5,001 - 10,000	$1,827.00
10,001 - 20,000	$3,373.00
20,001 - 50,000	$6,746.00
50,001 - 100,000	$10,123.00
More than 100,000	$13,357.00

	Name of Event	Event Date	# of Attendees	Rate
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Total Annual Rate:_____

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person: _____
(Please print Contact's Name) (Please print Contact's Title)

Phone Number: ☐☐☐-☐☐☐-☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐-☐☐☐-☐☐☐☐

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: ☐☐/☐☐/☐☐☐☐ Signature: _____

ASCAP Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

BACKGROUND/FOREGROUND MUSIC SERVICE

ASCAP MUSICAL WORKS LICENSE AGREEMENT

by and between

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

and

_____

ASCAP MUSICAL WORKS LICENSE AGREEMENT

This **ASCAP MUSICAL WORKS LICENSE AGREEMENT** (the "Agreement") is entered into as of the _____ (the "Effective Date"), by and between the **AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS** ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and _____ ("Licensee"), a _____ [corporation]/[limited liability company] with offices at _____

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

Article 1. Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.2. "Arbitration Rules" has the meaning ascribed in Section 10.8.

1.3. "Arbitrator" has the meaning ascribed in Section 10.8.

1.4. "ASCAP Indemnitee" has the meaning ascribed in Section 9.2.

1.5. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.6. "ASCAP Member Publisher Withdrawal" has the meaning ascribed in Section 8.2.

1.7. "ASCAP Repertory" means those copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO (as hereafter defined), including Musical Works written and/or published during the Term (as such terms are hereafter defined) and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.8. "Audio-Only Content" means digital files, materials or content containing Musical Works solely made available as an audio-only experience (which in each case may contain metadata, graphics, editorial or other information).

1.9. "Bundled Offering" has the meaning ascribed in Section 3.3.

1.10. "Caller" means a third party who receives transmissions of Music-on-Hold Entertainment (as hereafter defined) through the Licensed Service (as hereafter defined).

1.11. "Co-Owned Work" means a Musical Work (as hereafter defined) that is (a) in part, controlled by, vested in and/or assigned to a Third-Party PRO (as hereafter defined) and (b) included in the ASCAP Repertory.

1.12. "Confidential Information" has the meaning ascribed in Section 6.1.

1.13. "Content Protection System" has the meaning ascribed in Section 4.2.

1.14. "Contract Year" means a twelve-month period during the Term measured from the Effective Date or any anniversary thereof.

1.15. "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.16. "Initial Term" has the meaning ascribed in Section 7.1.

1.17. "License Fee Report(s)" has the meaning ascribed in Section 5.4.

1.18. "License Fees" has the meaning ascribed in Section 5.1.

1.19. "Licensed Service" means the services branded as ["Licensee Brand"] _____and such other brands as Licensee may adopt from time to time owned, controlled and operated (in whole or in part) by Licensee that makes solely Audio-Only Content available solely via Licensee Applications (as hereafter defined) solely (a) for playback solely (i) within an applicable Subscriber Location (as hereafter defined) as background and/or foreground ambient entertainment intended to establish and maintain an environment in support of the primary business operation of an applicable Subscriber (as hereafter defined) and/or (ii) to Callers as Music-on-Hold Entertainment, (b) as part of a transmission or communication for which the programming and sequencing are not controlled by a Subscriber,

any person within a Subscriber Location or a Caller and (c) pursuant to a valid and binding Subscription (as hereafter defined).

1.20. "Licensee Applications" means ["Licensee Brand"] _____ branded software applications, players, clients, packages or bundles, owned, controlled and/or made available by or on behalf of Licensee that enable Subscribers and persons within a Subscriber Location to access and use the Licensed Service and receive transmissions and/or copies of Audio-Only Content via the Licensed Service for playback, including, but not limited to, Audio-Only Content containing the ASCAP Repertory (or any part thereof), together with all enhancements, modifications, improvements, replacements, updates or upgrades to such software applications, packages or bundles and instances, copies and derivative works thereof.

1.21. "Licensee Indemnitee" has the meaning ascribed in Section 9.1(a).

1.22. "Licensee Reseller" means a party to a valid Licensee Reseller Agreement (as hereafter defined), as identified on any Quarterly Reseller Report (as hereafter defined) provided hereunder.

1.23. "Licensee Reseller Agreement" means a written agreement between Licensee and any third party in effect at any time during the Term pursuant to which such third party is granted the right to sell, resell or otherwise make the Licensed Service available to Subscribers.

1.24. "Music Use Report(s)" has the meaning ascribed in Section 5.4.

1.25. "Music-on-Hold Entertainment" means the transmission to and reception by a third party of Audio-Only Content occurring solely in response to the placement of a telephone call by such third-party to a telephone number assigned to and used by a Subscriber solely for calls to Subscriber's Subscriber Location(s) and which is audible between periods of connectivity during such telephone call (i.e., when placed 'on hold').

1.26. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.27. "Quarterly Reseller Report(s)" has the meaning ascribed in Section 5.4.

1.28. "Quarterly Subscriber Report(s)" has the meaning ascribed in Section 5.4.

1.29. "Rate Schedule" means the factors, parameters and criteria used by ASCAP to determine the fees, charges, rates and other amounts payable to ASCAP for rights and licenses granted by ASCAP to Licensee pursuant to this Agreement, all as set forth on Exhibit A, which may be amended from time to time in ASCAP's discretion.

1.30. "Renewal Term" has the meaning ascribed in Section 7.1.

1.31. "Reports" has the meaning ascribed in Section 5.4.

1.32. "Subscriber" means a third party that (a) owns, controls, leases, operates or is responsible for securing music services for a commercial establishment including, but not limited to, a retail store, shopping mall, restaurant, bar, and other similar establishments and (b) is a party to a valid Subscription with Licensee or a Licensee Reseller for the right to access the Licensed Service at a Subscriber Location.

1.33. "Subscriber Location" means a location within the Territory at which an applicable Subscriber owns, controls, leases and/or operates, or is responsible for securing music services for, a commercial establishment including, but not limited to, a retail store, shopping mall, restaurant, bar, and other similar establishments and accesses the Licensed Service pursuant to a valid Subscription. For clarification purposes, "Subscriber Location" includes an individual commercial location within the Territory that subscriber owns, controls, leases and/or operates or for which Subscriber is responsible for securing music services and for which Music-on-Hold Entertainment is provided through the Licensed Service.

1.34. "Subscription" means an agreement between Licensee or a Licensee Reseller and a third party pursuant to which access to the Licensed Service (or any portion thereof) shall be made available to such third party solely in consideration of a payment by such third party of a recurring fee and/or periodic access charge (*i.e.*, an incremental charge paid in addition to any fee or charge paid to obtain access to the Internet).

1.35. "Term" has the meaning ascribed in Section 7.1.

1.36. "Terms of Use" has the meaning ascribed in Section 4.1.

1.37. "Territory" means the United States of America, its territories and possessions, and the Commonwealth of Puerto Rico.

1.38. "Third-Party PRO" has the meaning ascribed in Section 5.2.

1.39. "Third-Party PRO Indemnity" has the meaning ascribed in Section 8.2.

1.40. "Third-Party PRO Rights" has the meaning ascribed in Section 8.2.

1.41. "Through-to-the-Audience Basis" means, in reference to the scope of the rights granted user this Agreement, a license that

authorizes the non-dramatic public performance of any Musical Works in the ASCAP Repertory included or incorporated in the Licensed Service and transmitted to persons within a Subscriber Location and/or to Callers, subject to the terms and conditions of this Agreement.

Article 2. License Grant.

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, on a Through-to-the-Audience basis, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely via the Licensed Service (which includes the right to enable Subscribers to access the Licensed Service within an applicable Subscriber Location to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely within an applicable Subscriber Location and/or to Callers as Music-on-Hold Entertainment.

2.2. Limitations on Licensee. Except as otherwise expressly provided for herein, nothing in this Agreement shall be construed to authorize (a) Licensee or any Licensee Reseller or any of their respective Affiliates to perform publicly the ASCAP Repertory (or any part thereof) in connection with or via any websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology other than the Licensed Service, without the prior written consent of, or valid license from, ASCAP or relevant ASCAP Member(s), whether or not any such websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology are owned, operated, distributed, maintained and/or managed by Licensee or any of its Affiliates or (b) any third party to perform publicly the ASCAP Repertory (or any part thereof) in connection with or via any websites, software applications, systems, platforms, devices, products or services, including public performances on their own websites, media players or software applications.

2.3. License Limited to Non-Dramatic Performances. This license is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This license does not authorize the performance of a Musical Work in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action, including, but not limited to, any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or the performance of any Musical Work from any opera, operetta, musical comedy, play or like production in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form). The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic. This license does authorize the public performance of Musical Works embodied in "stand-up" comedy routines and other comedic programming, as well as albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee or any Licensee Reseller to grant to any of their respective Affiliates or any third party including, but not limited to, any Subscriber, any other music-related rights including, but not limited to, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement.

2.4. Additional Limitations on License. Except as otherwise expressly provided for herein, nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates, Subscribers, Licensee Resellers or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of Subscriber Locations by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP or relevant ASCAP Member(s) in each instance. Further, nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates, Subscribers, Licensee Resellers or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) by any means other than via the Licensed Service as provided herein.

2.5. Limitations on License Service. The Licensed Service shall (a) provide only a pre-programmed or semi-random selection of sound recordings selected and controlled by Licensee, (b) not provide reasonable foreknowledge of the transmission of any specific sound recording (*e.g.*, by the use of a published advance program, playlist or announcement) and (c) not be used in connection with any dance, skate, cycle, aerobic, fitness or other similar activity in or to which music plays an integral part.

2.6. Reservation of Rights. As between Licensee and ASCAP, ASCAP retains all right, title and interest in and to the Musical Works in the ASCAP Repertory and except for the limited rights and licenses granted to pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes,

methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as expressly provided for herein, in no event shall Licensee sublicense, transfer, convey or assign the rights granted to Licensee herein or license others including, but not limited to, any Licensee Reseller, Affiliate of Licensee and/or any end user or Subscriber, to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Except as otherwise specifically stated herein, nothing in this Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever, any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement including any transmission, retransmission, or further transmission of any of those Musical Works, by any means, method or process whatsoever including, but not limited to, any websites, software applications, systems, platforms, devices, products or services owned or controlled by such third party.

3.2. No Reproduction. Nothing in this Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement.

3.3. Bundling and White Label Offerings. To the extent that Licensee sells, markets, promotes, distributes, transmits or otherwise makes available the Licensed Service (or any part thereof) as part of a bundled package or offering with products and/or services other than the Licensed Service (each a "Bundled Offering"), Licensee shall ensure that (a) any third party to whom the Bundled Offering is made available owns, controls, leases, operates, or is responsible for securing music services for a commercial establishment including, but not limited to, a retail store, shopping mall, restaurant, office building, and other similar establishments and (b) if such third party purchases, licenses, leases, acquires or is otherwise provided access to the Bundled Offering, it is a party to a valid Subscription with Licensee or a Licensee Reseller for the right to utilize the Licensed Service at a Subscriber Location. Except as otherwise specifically approved by ASCAP on a case-by-case basis, in its sole discretion, Licensee shall not provide the Licensed Service as a private/"white label" service for or on behalf of any third party (*e.g.*, a third-party-branded service that makes content available to end users whereby Licensee receives attribution such as "Powered by" or similar branding). In the event Licensee desires to undertake any of the foregoing activity, it shall provide ASCAP with prior notice and the Parties shall negotiate in good faith in connection with a potential amendment of this Agreement to incorporate terms and conditions pursuant to which Licensee may engage in the activity hereunder.

3.4. Authentication. Licensee shall ensure that at all times during the Term all access to and use of the Licensed Service will be subject to control, authentication and verification processes designed to prevent unauthorized use by parties that are not Subscribers or locations that are not Subscriber Locations.

3.5. Subscription-Based Service. The Licensed Service shall (a) at all times be made available solely pursuant to the terms and conditions of a valid Subscription and (b) in no event be made available on a free-to-the-user basis or in any manner which does not require the payment of a fee, charge or other consideration to Licensee or a Licensee Reseller for access to the Licensed Service; provided, however, at Licensee's election, a limited free-to-the-user trial of the Licensed Service for no more than 30 days may be offered to a third party on a one-time-basis only, subject to all other conditions and terms of this Agreement.

Article 4. Additional Rights and Obligations.

4.1. Compliance with Terms of Use. Prior to the access to or use of the Licensed Service by any Subscriber or person at a Subscriber Location, Licensee shall ensure that all such Subscribers and persons agree to be bound by Licensee's or a Licensee Reseller's terms and conditions relating to the access to and use of the Licensed Service ("Terms of Use") whether tacitly through their access to and use of the Licensed Service or by affirmatively manifesting their intent to be bound by the same. The Terms of Use shall, at a minimum contain terms and conditions that govern the permitted use of Audio-Only Content on and through the Licensed with respect to the ASCAP Repertory licensed hereunder, which shall be consistent with the rights granted and restrictions set forth in this Agreement with respect thereto. Licensee shall use all commercially reasonable efforts to (a) ensure that all Subscribers and persons at Subscriber Locations comply with the Terms of Use and shall promptly take appropriate action against any Subscriber whom Licensee knows to be, or has reason to know is, violating the Terms of Use, which may include terminating or restricting such Subscriber's right to access or use the Licensee Applications or initiating legal action. Notwithstanding the foregoing, ASCAP reserves all of its rights and remedies under law and equity against any party, whether or not a Subscriber, who is connected to any activity that infringes any of ASCAP's rights in and to the ASCAP Repertory.

4.2. Content Protection Obligations and Procedures. To the extent Licensee maintains and implements content protection measures, systems, technology, practices and procedures designed to protect and maintain the security and integrity of the Licensed Service transmitted and made available to Subscribers (the "Content Protection System"), and the Content Protection System becomes compromised in a manner or for a time period requiring Licensee to give notice thereof to a majority of other third-party suppliers of content, then Licensee shall promptly notify ASCAP of such compromise (and of any changes in circumstances relating to such compromise, including any restoration of security, as

Licensee may be required to provide to other third-party suppliers of content).

4.3. Licensee Reseller Agreements. Licensee shall enforce standards with Licensee Resellers that require Licensee Resellers to comply with copyright laws, to satisfy those obligations regarding copyright licenses set forth under their reseller or dealer agreements, and, when appropriate, to secure licenses directly with ASCAP. Nothing contained herein shall relieve Licensee of any of its obligations under this Agreement.

Article 5. License Fees and Reports

5.1. License Fees. In consideration of the rights and licenses granted by ASCAP to Licensee pursuant to this Agreement, and subject to, and in accordance with the following provisions of this Article 5, for each calendar quarter during the Term (or part thereof), Licensee shall pay to ASCAP an amount determined in accordance with the Rate Schedule applicable to that calendar year (the "License Fees"). The License Fees for the first calendar quarter during the Term (or part thereof) are set forth on the License Fee Report (as hereinafter defined). ASCAP shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year prior to the commencement of such calendar year, provided that in the event the fees and charges set forth on such Rate Schedule exceed the corresponding fees and charges set forth in the then-current Rate Schedule by an amount greater than the increase in the Consumer Price Index-All Urban Consumers (CPI-U) during the twelve-month period concluding in the October of the then-current calendar year, ASCAP shall provide Licensee with such Rate Schedule at least 45 days prior to the commencement of the applicable calendar year.

5.2. License Fee Acknowledgement. Each Party acknowledges and agrees that the License Fees set forth herein are final and shall not be reduced, adjusted, amended or modified during the Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion). The Parties further acknowledge and agree that the License Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members, specifically excluding the value of any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any value associated with rights or interests controlled by, vested in and/or assigned to Broadcast Music, Inc., SESAC Inc. and Global Music Rights (each a "Third-Party PRO") and/or any other third-party rights holders. Licensee agrees that neither ASCAP nor any ASCAP Member shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third-Party PRO for the rights granted to Licensee hereunder, and as between ASCAP and Licensee, Licensee shall be responsible for any such accounting, except to the extent such ASCAP Member is required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation. Nothing in this Section shall be deemed to limit or abrogate the license granted to Licensee in this Agreement to use or perform any Musical Work included in the ASCAP Repertory

5.3. Payment. All License Fees shall be due and payable within 45 days after the end of the applicable calendar quarter. Licensee shall pay a late payment charge for any payments not paid when due, equal to one and one-half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due, excluding any amounts in good faith dispute.

5.4. Reports. At the same time that any License Fees are due and payable by Licensee hereunder, Licensee shall submit (a) a report setting forth the information relating to the calculation of License Fees as identified on and in the form attached as Exhibit B (each a "License Fee Report"), (b) a report setting forth information relating to the Subscribers as identified on and in the form attached as Exhibit C (each a "Quarterly Subscriber Report"), (c) a report setting forth information relating to all Licensee Resellers entering into a Licensee Reseller Agreement during the applicable quarter in the form attached as Exhibit D (each a "Quarterly Reseller Report"), and (d) a report containing information associated with the access or use of Audio-Only Content by and through the Licensed Service in the formats specified on Exhibit E (each a "Music Use Report" and together with the License Fee Reports, Quarterly Subscriber Reports, and Quarterly Reseller Reports, the "Reports"). The Reports shall be sufficient to enable ASCAP to accurately calculate and confirm the License Fees payable to ASCAP hereunder, provided, however, that acceptance by ASCAP of any License Fee payments or any License Fee Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any such License Fee Report. In addition, Licensee shall provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time, which (x) is necessary to substantiate the License Fee amounts, (y) ASCAP requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory and/or (z) is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory on or through the Licensed Service.

5.5. Audit Rights. During the Term, and for a period of two years thereafter, Licensee shall maintain accurate books and records in accordance with generally accepted accounting principles consistently applied and sufficient to verify the accuracy of payments due to ASCAP hereunder. Upon at least ten days prior notice to Licensee, ASCAP shall have the right at its expense and no more than once per calendar year during the Term and for a period of two years thereafter, to examine and complete an audit

of Licensee's books and records in order to verify the correctness of the amounts paid pursuant to this Agreement and the information included in any required Report. Any such audit shall be conducted during Licensee's normal business hours and in a manner that does not unreasonably interfere with the normal business operations of Licensee. In the event that any such audit reveals an underreporting or underpayment, Licensee agrees to pay a finance charge of one and one half percent per month, or the maximum rate permitted by New York law, whichever is less, on the fees due from the date ASCAP invoices Licensee for such fees and, if the underpayment is five percent or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP's for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 6. Confidentiality.

6.1. Non-Disclosure. The Parties agree to regard and preserve as confidential (a) all information related to the rights and obligations of the other Party and its Affiliates pursuant to this Agreement and the business and activities of the other Party and its Affiliates, its customers, clients, licensors, suppliers and other entities with whom such other Party does business, which may be obtained by such Party or its Affiliates from any source or may be developed or disclosed as a result of this Agreement including, but not limited to, (i) the access to and use and distribution of the ASCAP Repertory via the Licensed Service, (ii) all information and data contained in any reports provided by either Party or its Affiliates to the other Party or its Affiliates hereunder and (iii) the economic and financial terms and conditions contained in or otherwise referenced by this Agreement and (b) each Party's and its Affiliates' trade secrets, proprietary and competitive information, financial information, the specific terms of this Agreement, past and present operations, activities, future plans and strategy (collectively, the "Confidential Information"). The Parties agree that information shall not be considered Confidential Information to the extent, but only to the extent, that such information (w) is publicly known at the time of the disclosure, (x) becomes publicly known other than by breach of the terms and conditions of this Agreement, (y) becomes known to the receiving party, without restriction, from a source free of any obligation of confidentiality and without breach hereof or (z) is independently developed by the receiving party without use of or reference to Confidential Information of the other party. Each Party agrees to hold the Confidential Information received from the other Party and its Affiliates in trust and confidence and shall not to disclose or otherwise make available such Confidential Information to any third party. Even when disclosure is permitted, each Party agrees to limit access to and disclosure of the other Party's Confidential Information solely to its employees, board members, attorneys or consultants on a "need to know" basis for purposes directly related to the performance of the Party's or its Affiliates' obligations hereunder. Notwithstanding the foregoing, either Party or its Affiliates 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.

6.2. Exclusions. The Parties agree that nothing contained in this Agreement shall prevent or restrict a Party or its Affiliates from disclosing the existence of this Agreement, identifying any Party to this Agreement and describing the general nature of the scope of the license and rights granted hereunder. Further, nothing contained in this Agreement shall prevent ASCAP from (a) disclosing information contained in any Music Use Report provided by Licensee, or the economic terms hereof, to (i) any ASCAP Member or ASCAP administration customer, provided that only information specifically pertaining to such ASCAP Member or ASCAP administration customer shall be provided, and only to the extent necessary for ASCAP to comply with its obligations to such ASCAP Member or ASCAP administration customer, as applicable or (ii) any prospective ASCAP Member or prospective ASCAP administration customer, provided that such information is disclosed solely in aggregate form with information related to other services licensed by ASCAP and solely to the extent necessary to estimate the amounts payable to such persons if they were to become ASCAP Members or ASCAP administration customers, as applicable or (b) using information contained in any Report provided by Licensee in connection with and in furtherance of (i) performing any of its obligations hereunder, (ii) administering, calculating and/or distributing royalties or any other payments in connection with the public performance of any Musical Work (or any part thereof) in the ASCAP Repertory and/or (iii) ASCAP's internal business purposes.

6.3. Recipients. Each Party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other Party understands and has agreed to comply with the obligations in this Article 6.

Article 7. Term and Termination.

7.1. Term. This Agreement shall commence on the Effective Date and shall continue thereafter for a period of five years (the "Initial Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement. At the expiration of the Initial Term (or any subsequent Renewal Term, as applicable) the Agreement shall automatically renew for an additional successive five-year periods (each a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides notice to the other Party at least 30 days prior to the expiration of the Initial Term or any Renewal Term of its intent not to renew.

7.2. Termination by Licensee. In the event that the Per-Subscriber Rate or Minimum Fee (each Term as hereafter defined

on a Rate Schedule) set forth on a Rate Schedule for any applicable calendar year exceed the corresponding Per-Subscriber Rate or Minimum Fee set forth in the then-current Rate Schedule by ten or more percent, Licensee may terminate this Licensee Agreement effective as of the end of the then-current Contract Year by providing notice to ASCAP at least 30 days before the commencement of the applicable calendar year. In addition, subject to and without limiting the terms and conditions of Article 5, Licensee may immediately terminate this License Agreement upon notice to ASCAP in the event that Licensee discontinues the public performance of all music via the Licensed Service for a period of no less than 30 consecutive days.

7.3. 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 such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period.

7.4. Effect of Termination. Upon any termination or expiration of this Agreement for any reason all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate as to any time periods after the effective date of the termination.

Article 8. Representations and Warranties.

8.1. 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.

8.2. Additional Representations and Acknowledgements by Licensee. Licensee further represents, warrants and covenants to ASCAP that it (a) either (i) possesses as of the Effective Date all rights and licenses from each Third-Party PRO necessary for Licensee to perform publicly all of the Musical Works included in each of the Third-Party PRO's repertory in connection with the exhibition and distribution of the Licensed Service during the Term (collectively, the "Third-Party PRO Rights") or (ii) shall procure as of the Effective Date and maintain at all times during the Term, all Third-Party PRO Rights from each Third-Party PRO, (b) shall timely remit to the Third-Party PROs and/or the applicable third party-rights holders all royalties, license fees, clearance costs and any other fees, costs and expenses related to Third-Party PRO Rights so that ASCAP shall have no obligation to pay any member or affiliate of any Third-Party PRO with respect to the public performance of any Musical Works in the ASCAP Repertory by Licensee during the Term and (c) require each Third-Party PRO to agree in writing to indemnify Licensee for the public performance of the Musical Works included in each such Third-Party PRO's repertory in connection with the exhibition and distribution of the Licensed Service, without regard to any such Third-Party PRO's interest(s) or any of their respective members' interest(s) in and to such Musical Works, under substantially similar, and no less favorable terms, than the indemnity provided by ASCAP to Licensee under Section 9.1(b)(i) of this Agreement (*e.g.*, substantially similar scope of indemnity and covered claims, no limitation of liability for claim, demand or actions, *etc*.) (each, a "Third-Party PRO Indemnity.")

8.3. Acknowledgment of Scope of ASCAP Repertory. The Parties acknowledge that it is the Parties' intention that this Agreement be deemed a "license in effect" (as that term has been commonly used by ASCAP) and, therefore, the scope of the ASCAP Repertory hereunder shall not be materially diminished during the Term as a result of a resignation from ASCAP by any ASCAP music publisher member and/or any withdrawal from ASCAP's authority of the right to continue to license to Licensee, as part of the ASCAP Repertory, the non-dramatic public performance of Musical Works controlled by such former ASCAP music publisher member (hereafter an "ASCAP Member Publisher Withdrawal"). Any material diminution of the ASCAP Repertory during the Term as a result of any ASCAP Member Publisher Withdrawal shall not constitute a breach of this Agreement by ASCAP. In the event (a) that any copyright infringement claim is asserted against Licensee or any Licensee Indemnitee alleging copyright infringement of, or any other claim related to, such current or former ASCAP music publisher member's Musical Works licensed under this Agreement as a result of an ASCAP Member Publisher Withdrawal and/or (b) of any material diminution of the ASCAP Repertory during the Term as a result an ASCAP Member Publisher Withdrawal, then Licensee's sole and exclusive remedy therefor (and as ASCAP's sole and exclusive obligation therefor) shall be such remedies and obligations as are set forth in Section 9.1(b).

8.4. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN, ORAL, EXPRESS OR IMPLIED IN FACT OR IN LAW, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Article 9. Indemnification; Limitation of Liability.

9.1. ASCAP Indemnification.

(a) ASCAP agrees to defend and handle at its own cost and expense any claim, demand or action against Licensee, its Affiliates and/or its or their officers, directors, employees,

representatives, and agents (each an "Licensee Indemnitee") based upon or in connection with any claim, demand or action by a third party arising out of any actual or alleged breach of ASCAP's representations and warranties contained in this Agreement. 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, demand or action.

(b) Notwithstanding and without limiting the foregoing, ASCAP shall indemnify, defend and hold the Licensee Indemnitees harmless from and against any claim, demand or action arising during the Term that is asserted against any Licensee Indemnitee by (i) any third party with respect to the non-dramatic public performance of any Musical Works in the ASCAP Repertory during the Term in connection with the Licensed Service, as specifically permitted under this Agreement, but specifically excluding claims, demands or actions subject to Section 9.2 hereof or (ii) a former ASCAP member alleging copyright infringement of, or any other claim, demand or action related to, any of such former ASCAP member's Musical Works as a result of such former ASCAP member's resignation from ASCAP and alleged withdrawal from ASCAP's authority of the right to continue to license the non-dramatic public performance of such Musical Works to Licensee as part of the ASCAP Repertory as contemplated under this Agreement; provided, however, that to the extent any claim, demand or action is asserted pursuant to subsection (i) of this paragraph as regards Musical Works in the ASCAP Repertory that are or were Co-Owned Works, (y) ASCAP's obligation to indemnify is expressly conditioned upon Licensee invoking or seeking to enforce any indemnity rights it may have against any Third-Party PRO that has any interest in or to any such Co-Owned Work(s) which are the subject of any such claims, demands or actions, and (z) the aggregate liability with respect to any claims, demands or actions relating to Co-Owned Works for which ASCAP has an indemnification obligation under subsection (i) of this paragraph shall be apportioned among ASCAP and each applicable Third-Party PRO based upon each party's relative liability therefor. With respect to claims, demands or actions described in subsection (ii) above, Licensee's sole and exclusive remedy and as ASCAP's sole and exclusive obligation therefor, shall be ASCAP's obligation to indemnify, defend 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, demand or action. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ASCAP'S TOTAL LIABILITY PURSUANT TO THIS SECTION 9.1(b)(ii) (EXCLUSIVE OF COSTS ASSOCIATED WITH DEFENSE OF LITIGATION) SHALL NOT EXCEED THE SUM OF THE MAXIMUM AMOUNT OF DAMAGES AND ANY ATTORNEYS' FEES AND COSTS RECOVERED OR RECOVERABLE BY SUCH FORMER ASCAP MUSIC MEMBER PURSUANT TO SECTION 504(c)(2) OF THE U.S. COPYRIGHT ACT.

(c) ASCAP shall have the right to conduct the defense of any claims, demands or actions for which it is obligated to indemnify Licensee Indemnitees pursuant to Section 9.1(a) and Section 9.1(b) and all negotiations for the settlement or compromise of such claims, demands or actions; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim, demand or action and (ii) each Licensee Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim, demand or action in order to protect its own interests.

9.2. Licensee Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its respective officers, directors, employees, representatives, and agents (each an "ASCAP Indemnitee") by a third party arising out of, based upon or in connection with any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement, including any claim, demand or action of contributory copyright infringement arising out of such a breach that is asserted against an ASCAP Indemnitee by any Third-Party PRO (or any member or affiliate thereof) with respect to the non-dramatic public performances made by Licensee of any Co-Owned Works in the Territory, solely excluding claims, demands or actions for which ASCAP must indemnify the Licensee Indemnitees under Section 9.1 of this Agreement. 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, demand or action. Licensee shall have the right to conduct the defense of any such claim, demand or action and all negotiations for its settlement or compromise; provided, however, that (i) no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim, demand or action and (ii) each ASCAP Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim, demand or action in order to protect its own interests.

9.3. Limitation of Liability. EXCEPT FOR (a) ASCAP'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9.1, (b) LICENSEE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9.2, (c) ANY DAMAGES RESULTING FROM ANY BREACH OF A PARTY'S OBLIGATIONS SET FORTH IN ARTICLE 6,

AND/OR (d) CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 10. Miscellaneous.

10.1. Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice by email shall be acceptable provided that copies of the communication are also sent via one of the above means. All notices shall be deemed given on the date personally delivered or when placed in the mail as specified.

If to ASCAP:

Ms. Stephanie Ruyle
Executive Vice President, Licensing
ASCAP
2 Music Square West
Nashville, TN 37203
Phone: (212) 621-6038
Email: sruyle@ascap.com

Copy to:

Clara Kim, Esq.
Executive Vice President and General Counsel
ASCAP
250 W. 57th Street
New York, NY 10107
Phone: (212) 621-6410
Email: ckim@ascap.com

If to Licensee:

_____
_____
_____
_____
_____
Phone: _____
Email: _____

Copy to:

_____
_____
_____
_____
Email: _____

10.2. Assignment. Licensee may not assign, convey or otherwise transfer this Agreement, or any of their respective rights or obligations hereunder, in whole or in part, to any other party without ASCAP's prior written consent, such consent not to be unreasonably withheld or delayed.

10.3. Relationship; No Third-Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. Except as otherwise set forth in this Agreement, there are no third-party beneficiaries, actual or intended, pursuant to this Agreement.

10.4. Counterparts and Interpretation. This Agreement may be executed in any number of counterparts and by PDF or facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. References herein to "days," unless otherwise indicated, are to consecutive calendar days. Unless the context otherwise requires, "or" is not exclusive. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

10.5. Consents. Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either Party pursuant to this Agreement shall (a) be in writing and (b) not be unreasonably withheld. Each Party shall make only reasonable requests pursuant to this Agreement.

10.6. Equitable Relief. Each Party recognizes that certain breaches of its obligations of this Agreement, may give rise to irreparable harm to the other Party and that monetary damages may be inadequate to compensate the non-breaching Party for such breach. The Parties therefore agree that, in addition to any other remedies at law, in equity or otherwise, each Party shall be entitled to seek temporary and permanent injunctive relief from a court of competent jurisdiction to restrain any breach or violation or threatened breach or violation this Agreement without the necessity of showing actual monetary damages and that harm to

the non-breaching Party shall be presumed with any breach of this Agreement.

10.7. 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. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition 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.

10.8. Arbitration. Any dispute arising out of this Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the federal or state courts in New York, New York, as the case may be, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

10.9. Governing Law. This Agreement 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.

10.10. Independent Legal Advice. Each of the Parties has received independent legal advice concerning both the nature of this Agreement and their legal rights and obligations pursuant to this Agreement. The Parties have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress of any kind.

10.11. Publicity; Press Releases. Except as otherwise expressly provided in this Agreement, neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express approval of such other Party, in its sole discretion, in each instance.

10.12. Further Assurances. Each of the Parties hereto shall take such further actions and execute and deliver such additional documents and instruments consistent herewith as may be reasonably required in order to effectuate and/or implement the purposes and intentions of this Agreement.

10.13. Survival. The provisions of Section 2.6, Article 5. Article 6, Section 7.4, Article 8, Article 9, and this Article 10, shall survive the cancellation, expiration or termination of this Agreement.

10.14. Entire Agreement. This Agreement, together with the Exhibits 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.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS	_____
By: _____	By: _____
Name: _____ [Type or Print]	Name: _____ [Type or Print]
Title: _____	Title: _____

EXHIBIT A

RATE SCHEDULE

Calendar Year 2026

The License Fee for Calendar Year 2026, calculated on a quarterly basis, shall equal the greater of:

(a) $2.06 per Subscriber Location (the "Per-Subscriber Rate") per month as determined on the last day of each month of the quarter (the "Per-Location Fee") and

(b) $1,250.00 per quarter, or part thereof (the "Minimum Fee").

Discount: Solely in the event that in any applicable month during the Term the total number of Subscriber Locations, as determined on the last day of the month, exceeds 100,000, the portion of the Per-Location Fee attributable to such month shall be reduced by five percent (5%).

EXHIBIT B

LICENSE FEE REPORT

Report Period:	Jan 1 - Mar 31	Apr 1 - Jun 30	Jul 1 - Sept 30	Oct 1 - Dec 31	Year
(check one)	_____	_____	_____	_____	2024

1.	Total Number of Subscriber Locations at end of [First month of applicable quarter]:	
2.	Per-Subscriber Rate:	$2.06*
3.	Per-Location Fee for [First month of applicable quarter] (multiply Line 1 by Line 2 and, solely in the event that Line 1 exceeds 100,000, reduce that product by 5%):	
4.	Total Number of Subscriber Locations at end of [Second month of applicable quarter]:	
5.	Per-Subscriber Rate:	$2.06
6.	Per-Location Fee for [Second month of applicable quarter] (multiply Line 4 by Line 5 and, solely in the event that Line 4 exceeds 100,000, reduce that product by 5%):	
7.	Total Number of Subscriber Locations at end of [Third month of applicable quarter]:	
8.	Per-Subscriber Rate:	$2.06
9.	Per-Location Fee for [Third month of applicable quarter] (multiply Line 7 by Line 8 and, solely in the event that Line 7 exceeds 100,000, reduce that product by 5%):	
10.	Total Per-Location Fee for quarter (Sum of Lines 3, 6 and 9):	
11.	Minimum Fee	$1,250.00*
12.	Total License Fee for quarter (Greater of Lines 10 and 11)	

CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of _____.

By: _____
Signature

_____
Name and Title

* Applicable during first calendar year of the Term only. For each subsequent calendar year, the Per-Subscriber Rate and Minimum Fee are subject to adjustment by ASCAP.

EXHIBIT C

QUARTERLY SUBSCRIBER REPORT

Report Period:	Jan 1 - Mar 31	Apr 1 - Jun 30	Jul 1 - Sept 30	Oct 1 - Dec 31	Year
	_____	_____	_____	_____	_____

Subscriber Name	**Subscriber Location**			
	Street Address	**City**	**State**	**Zip**

EXHIBIT D

QUARTERLY RESELLER REPORT

Reseller Name	Reseller Address	City	State	Zip	Effective Date of Reseller Agreement	Expiration Date of Reseller Agreement

EXHIBIT E
MUSIC USE REPORT

FIELD NAME	DATA TYPE (max length)	REQUIRED?	NOTES
Service Name	Character (90)	YES	
Service URL	Character (90)	NO	
Report Period Type	Character (01)	YES	**Q** for *Quarterly*
Reporting Period	Numeric (08)	YES	MMDDYYYY (last day of quarter)
Service Type	Character (02)	YES	B for *Background Service*
Song Title	Character (500)	YES	
Writer / Composer Name(s)	Character (500)	NO	
Artist / Performer Name	Character (500)	YES	
Song ID	Character (250)	NO	Unique, permanent musical work identifier in your system for all periods
ISRC	Character (20)	YES	*International Standard Recording Code*
ISWC	Character (20)	NO	*International Standard Work Code*
Performance Duration	Numeric (06)	NO	HHMMSS
Product Name	Character (35)	NO	Commercials only
Number of Performances	Numeric (10)	YES	

FILE FORMATTING

Report files are to be formatted as tab delimited .TXT files (*i.e.*, a single tab is to be inserted between each field). For optional fields for which no entry is made, a blank value should be reported between tab delimiters to preserve the file format. Quotes around text are not All files must be compressed (*e.g.*, Zipped).

Submission

FTP SITE: ftp.ascap.com
USERNAME:
PASSWORD:

BANKS AND OTHER FINANCIAL INSTITUTIONS

LICENSE AGREEMENT – BANKS AND OTHER FINANCIAL INSTITUTIONS (MECHANICAL MUSIC - AUDIO AND AUDIO-VISUAL USES)

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West, Nashville, TN 37203

and _____

with its subsidiaries and affiliates ("LICENSEE"), located at _____

_____

as follows:

1. Definitions

As used in this Agreement, the following terms are defined as follows:

(a) Mechanical Music shall mean and include the reception of radio broadcasts and further transmission of those broadcasts over a loudspeaker or system of loudspeakers; the use of LICENSEE'S or a third party's audio records, discs, tapes by means of LICENSEE'S or such third party's audio-only record, disc or tape players, or satellite transmission facilities; or non-live audio-visual uses of music (such as the use of a large-screen projection television, multiple television sets, video or laser discs, or video tapes), including all such uses transmitted via Internet, Intranet and other interconnected computer networks used solely to facilitate the performances licensed under this Agreement.

(b) Premises licensed under this Agreement shall include all of LICENSEE's owned or leased corporate facilities. This includes, but is not limited to, limited-service branches and full service branches to which the general public has access, and stand-alone automated teller machines that play music in the manner described in Paragraph 1(a) above;

(c) Stand Alone Automated Teller Machines (ATM's) shall include solely those machines owned or leased and operated on Licensee's Premises that include mechanical music as defined above in 1(a).

(d) Full Service Branch shall be a physical location owned or leased and operated by the Licensee that conducts and is open for business to the public at least five days a week and maintains normal business hours; and

(e) The ASCAP Repertory means and includes all musical works for which ASCAP has the right to license non-dramatic public performance now or hereafter during the term of this Agreement. All compositions written and copyrighted by ASCAP and in the repertory on the date this Agreement is executed are included for the full term and any additional term of this Agreement. Compositions written or copyrighted by ASCAP members hereafter are included for the full license term and any additional term of this Agreement. For the full license term and any additional license term of this Agreement, the ASCAP Repertory shall be deemed to be no less than all of the works set forth in the ASCAP online database of musical compositions known as "ASCAP Clearance Express," accessible at the ASCAP Internet Web site, www.ascap.com/ace.

2. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one (1) year commencing _____**,** and continuing thereafter for additional terms of one (1) year unless terminated as hereinafter provided, a license to perform publicly by means of "mechanical music" (as herein defined), and not otherwise, at each of the locations listed in Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided, except as provided in Paragraph 3(c) below ("the Premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the ASCAP Repertory of SOCIETY.

(b) Either party may, on or before thirty (30) days prior to the end of the initial term or any additional 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 additional term, except as provided in Paragraph 4(d).

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns and subsidiaries, 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.

3. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in Paragraph "2(c)" hereof, and is limited to the 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 other than by means of music-on-hold.

(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.

4. License Fees and Reports

(a) In consideration of the license granted herein, LICENSEE agrees to pay to SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, within sixty (60) days of mailing of SOCIETY's invoice, which shall be payable either annually and invoiced in advance of January 1 of each year, based on (i) LICENSEE's estimate of the first year's fee under this Agreement; or (ii) the prior year's fee under this Agreement, whichever is applicable; or quarterly, based on LICENSEE's quarterly reports as provided for in subparagraph (b) below.

(b) Except as provided in subparagraph (c) below, LICENSEE shall furnish a report to SOCIETY on or before January 31 of each year; or, at LICENSEE's option, within fifteen (15) days of the end of each calendar quarter, indicating any additions or deletions of Premises at which music has been performed during the previous year or calendar quarter, including the month in which the addition or deletion occurred, and Schedule "A" shall thereafter be deemed amended to include or exclude such Premises. Such report shall also indicate the total number of Premises licensed and the total license fees due for the preceding year or calendar quarter. Said total fees shall be adjusted on the following monthly pro rata basis for locations which have been added or deleted during the previous year or calendar quarter: if the location being added or deleted used music for half a month or more, license fees shall be paid for the full month; if for less than half a month, no license fees shall be due for that month. If said total fees are greater than the amount paid in advance for the previous year or calendar quarter, LICENSEE shall submit payment of the difference with the report; if less, SOCIETY shall issue a credit applicable to the next year or calendar quarter's advance payment as applicable. All reports submitted by LICENSEE to SOCIETY in compliance with the terms of this Agreement shall be treated as confidential by SOCIETY.

(c) If LICENSEE reports and pays the maximum annual license fee as provided for in the rate schedule annexed hereto and made part hereof for any year, LICENSEE shall not be required to submit the report required by Paragraph 4(b) above for such year, and LICENSEE need not provide to SOCIETY the list of Premises referred to in Paragraph 4(b) above.

(d) If LICENSEE discontinues the performance of music at all of the Premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty (30) days prior notice, the termination to be effective at the end of such thirty (30) 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. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty (30) days.

5. 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 (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, ASCAP may then give notice of termination of this license affective thirty (30) days thereafter.

In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance within thirty (30) days.

6. Interference in Society's Operations

In the event of:

(a) any major interference with the operation of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law or regulation of such state, territory, dependency, possession or political subdivision as a result of which SOCIETY cannot conduct business, or

(b) any substantial increase in the cost to the 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 upon thirty (30) days prior written notice. In the event of such termination, SOCIETY shall refund any unearned license fees paid in advance within thirty (30) days.

7. Indemnification

SOCIETY will indemnify LICENSEE from any claim made against LICENSEE with respect to the non-dramatic performances licensed under this Agreement of any musical compositions in the ASCAP Repertory, and will have full charge of the defense against such claim. LICENSEE agrees to notify SOCIETY immediately of any such claim, furnish SOCIETY with all papers pertaining to it, and cooperate fully with SOCIETY in the defense of the claim. LICENSEE may, if it so chooses, engage its own counsel, at its own expense, who may participate in the defense of the claim. SOCIETY's liability under this paragraph is strictly limited to the amount of license fees actually paid by LICENSEE to SOCIETY under this Agreement for the calendar year(s) in which the performance(s) that are the subject of the claim occurred, but such limitation shall not apply to SOCIETY's attorneys' fees and costs incurred in defending against the claim.

8. Notices

All notices required or permitted hereunder shall be reasonable and given in writing by certified United States mail or recognized overnight delivery service with signature signifying receipt sent to either party at the address stated above. Each party agrees to inform the other of any change of address in writing.

9. Warranties

The parties to this Agreement each warrant and represent that they have all rights necessary to undertake the obligations provided for in this Agreement.

10. Modifications and Execution

Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement may be executed in any number of counterparts, by different parties on separate counterparts and by facsimile signature. Each counterpart or facsimile so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,
this _____ day of _____ , _____ .

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS	LICENSEE _____
By: _____	By: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

(For 'Title', fill in capacity in which signed: (a) If corporation, state corporate office held;
(b) If partnership, write word "partner"; (c) If individual owner, write "individual owner" under signature.)

SCHEDULE A

2026 RATE SCHEDULE

BANKS AND OTHER FINANCIAL INSTITUTIONS
(MECHANICAL MUSIC - AUDIO AND AUDIO-VISUAL USES)

Number of Locations	Fee Per Location
1 - 25	$162.00
26 - 250	$237.00
251 - 500	$216.00
501 - 1,000	$201.00
1,001 - 1,750	$184.00
1,751 - 2,750	$169.00
in excess of 2,750 locations	$162.00

Maximum Fee $483,407.00

Annual License Fee for Calendar Years 2027 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for the calendar year 2026. Rates for each subsequent calendar year will be adjusted in accordance with the increase or decrease in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

BARS - BGT

GENERAL LICENSE AGREEMENT - RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203 and

LICENSEE Legal Name: _____

LICENSEE Business Name: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

(*Check one*) ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____ as follows:

1. Grant; Term of License

(a) ASCAP grants, and LICENSEE accepts, for a term of one (1) year, commencing and continuing thereafter for additional terms of one (1) year each unless terminated by either party as hereinafter provided, a license to perform publicly at the premises located at (*check one*)
☐ same legal address as above ☐ same mailing address as above
☐ (other address; *please complete*)

(the "Premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the ASCAP Repertory (*see definitions below*).
(b) This Agreement shall operate to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Any assignment of this Agreement shall require ASCAP's prior written approval. 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, provided, however, that assignee may accept the obligations of assignor upon written notice to ASCAP.
(c) Either party may, on or before thirty (30) 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.
(d) Upon a change in the Premises address, LICENSEE shall notify ASCAP immediately of such new address, which shall be incorporated herein.

2. Limitations on License

(a) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises.
(b) This license does not authorize live concert performances at the Premises when tickets for such live concert performances can be purchased from or through Outside Ticket Services (*see definitions below*).
(c) 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 (*see definitions below*) in its entirety; (ii) performance of one or more musical compositions from a Dramatico-Musical Work 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; or (iv) performance of a concert version of a Dramatico-Musical Work.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule and Statement of Operating Policy annexed hereto and made a part hereof. LICENSEE represents and warrants that the Statement of Operating Policy is true and correct as of the date hereof.
(b) License fees due under this Agreement shall be paid pursuant to either subparagraph 3(b)(i) or 3(b)(ii).

(i) Full Payment. LICENSEE shall pay the annual license fee for the initial license term upon execution of this Agreement and for subsequent license terms no later than thirty (30) days after the anniversary date of this Agreement.

(ii) Installment Payments. LICENSEE shall pay the annual license fee in quarterly installments of one-quarter (¼) the annual license fee upon execution of this Agreement and thereafter no later than thirty (30) days after the close of each quarterly period. Notwithstanding the above, if any license fees from any year remain due and owing for a period of more than ninety (90) days, any unpaid portion of LICENSEE's license fees for such year(s) will be immediately due and payable.

(c) If LICENSEE pays the annual license fee in full in accordance with subparagraph 3(b)(i), LICENSEE shall be entitled to a discount to the applicable license fee for such year as set forth on the Rate Schedule, provided that no license fees remain due and owing under this or any other prior ASCAP license. LICENSEE will not be eligible for any discount if LICENSEE pays its license fee in installments or pays fees for seasonal or occasional performances.
(d) LICENSEE agrees to pay ASCAP any applicable charge levied by banks or other financial institutions for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to ASCAP, but in no event less than $35.
(e) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1½% per month, or the maximum rate permitted by the law of the state in which the Premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(f) Governmental Entities (*see definitions below*) may impose special taxes or levies on ASCAP related to the licensing of public performances. Accordingly, in the event that LICENSEE's payment of fees under this Agreement causes

ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, then LICENSEE agrees to pay to ASCAP the full amount of such tax, provided that (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give ASCAP notice of any change in LICENSEE's Operating Policy (*see definitions below*) and shall, at such time, furnish to ASCAP a current Rate Schedule and Statement of Operating Policy and shall certify that it is true and correct. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty (30) days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the applicable license fee, LICENSEE agrees to pay ASCAP 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) hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the applicable 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 ASCAP written notice of such change. If LICENSEE fails to give ASCAP such written notice within thirty (30) days of such change, any reduction and credit shall be effective thirty (30) days after LICENSEE gives ASCAP written notice of the change. ASCAP reserves the right to verify the basis for any reduction and/or credit and may reject or reverse any such reduction and/or credit if no basis for such reduction and/or credit exists.

(d) If LICENSEE discontinues the performance of music at the Premises, LICENSEE or ASCAP may terminate this Agreement upon thirty (30) days notice, the termination to be effective at the end of the thirty (30) day period. In the event of such 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 at least 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 the breach or default,

and in the event that it has not been cured within the thirty (30) day period, this license shall terminate on the expiration of that period without further notice from ASCAP to LICENSEE.

6. Interference in ASCAP's Operations

Governmental Entities from time to time may enact laws that create obstacles to ASCAP's licensing of public performances. Accordingly, 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, ASCAP shall have the right to terminate this Agreement immediately and shall refund to LICENSEE any unearned license fees paid in advance.

7. 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 678-239-3555; and (c) if by electronic mail, to glcs@ascap.com. Notices to LICENSEE shall be sent to the mailing address, facsimile number or electronic mail address set out above. Each party agrees to inform the other of any change of address and/or contact information.

8. Definitions.

(a) "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(b) "Dramatico-Musical Work" shall mean a work such as, but not limited to, a musical comedy, opera, play with music, revue, or ballet.

(c) "Governmental Entities" shall mean states, territories, dependencies, possessions or political subdivisions.

(d) "Operating Policy" shall mean all of the factors that determine the total license fee applicable to the Premises under the Rate Schedule.

(e) "Outside Ticket Services" shall mean third-party services distributing tickets to the public for events at the Premises, such as, but not limited to, Ticketmaster, Ticketweb and Ticketron.

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: _____

NAME: _____

TITLE: _____

LICENSEE _____

By: _____

NAME: _____

TITLE: _____

(For 'Title', fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner"; (c) If individual owner, write "individual owner.")

RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS
Rate Schedule & Statement of Operating Policy for Calendar Year 2026

Licensee Business Name: _____

Premise Address: _____

Instructions: Enter the corresponding Rate Per Occupant according to the use of music in your business

Music Type	Rate Per Occupant	Fee
1. Live Music *(check no more than one box if applicable)*		
Frequency Per Week		
4 - 7 nights	$8.05 ☐	
3 nights or less	$6.70 ☐	
	Enter the rate checked above here:	**$** _____
2. Recorded Music* *(check no more than one box if applicable)*		
If Live Music is not used	$4.69 ☐	
If Live Music is also used (must also check a box in Section 1).	$3.10 ☐	
	Enter the rate checked above here:	**$**
3. Enhancements to Recorded Music* *(check box if applicable, must also check a box in Section 2)*	$2.72 ☐	
	Enter the rate checked above here:	**$**
4. Admission or Cover Charge* *(check box if applicable)*	$2.72 ☐	
	Enter the rate checked above here:	**$**
5. Television and/or Radio* *(check box if applicable, Skip this Section if you checked a box on line 1 or 2).*	$1.77 ☐	
	Enter the rate checked above here:	**$**
6. Total Rate Per Occupant (Add lines 1 - 5)		**$**
7. Total Premises Occupancy Enter 1,000 if Occupancy is greater than 1,000 (If premises occupancy is not established by the local fire or similar authority, use the following formula: Total Square footage of entire premise _____/20 = Occupancy).		
8. Occupancy Fee		
A. Multiply line 7 by line 6.	8a **$** _____	
B. Enter the amount from line 8a, or $502.00, whichever is higher. (if no boxes are checked in Sections 1 - 5, enter $0)	8b **$**	
9. Jukebox Fee* *(skip this Section if our jukebox is currently licensed separately)*	$237.00 ☐	**$** _____
10. Annual License Fee (*Add the amounts from Boxes 8b and 9)*		**$**

*See notes on Page 2 for explanation

I certify that the information contained herein is true and correct. (complete only upon change in Operating Policy

Signature: _____ Date: _____

Name: _____

Print Name

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

NOTES TO RATE SCHEDULE

Recorded Music (Line 2). **).** This fee applies for the performance of music by mechanical or electronic devices, including, but not limited to, tapes, records, compact discs and other digital audio formats (e.g. MP3), videocassette, DVD and other digital audiovisual formats. This fee applies for performances by jukeboxes that do not meet the definition of "Coin-Operated Phonorecord Player" as defined below.

Enhancements to Recorded Music (Line 3). This fee applies for the use of added features to recorded music such as, but not limited to, karaoke, DJs, emcees, dancing, shows, acts or games.

Admission or Cover Charge (Line 4). This fee applies if an admission, cover, or similar charge exists at any time for a part or the entire premises.

Television and/or Radio (Line 5). The use of televisions and/or radios that are utilized for the reception of broadcast, satellite or cable programming when no live music (Line 1) or recorded music (Line 2) is performed and paid for under this license, and when such television and/or radio performances do not meet the exemption provided for in 17 U.S.C. Section 110(5).

Jukebox Fee (Line 9). This fee applies for performances by means of devices, commonly called "jukeboxes," that meet the definition of "Coin-Operated Phonorecord Player" as set forth in the U.S. Copyright Law and that are not otherwise licensed through a compulsory license, a license from the Jukebox License Office, or an ASCAP license other than this license. The U.S. Copyright Law currently defines a Coin-Operated Phonorecord Player as a machine or device that (1) is employed solely for the performance of nondramatic musical works by means of phonorecords [compact discs, for example] upon being activated by the insertion of coins, currency, tokens, or other monetary units or their equivalent; (2) is located in an establishment making no direct or indirect charge for admission; (3) is accompanied by a list comprised of the titles of all the musical works available for performance on it, and is affixed to the machine or device or posted in the establishment in a prominent position where it can be readily examined by the public; and (4) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located [as distinguished from the establishment's employees or performers].

ADJUSTMENTS TO ANNUAL FEES

FEES FOR SEASONAL PERFORMANCES

If the Premises is only open seasonally, the fees due for periods up to four (4) months of operation are one-half (1/2) the annual license fees (Line 10). For each additional month or partial month the fee is increased by one twelfth (1/12) the annual license fees (Line 10). In no event shall the seasonal performances be more than the annual license fee (Line 10) or less than $502.00, if any boxes in Sections 1-5 are checked, or less than $237.00, if only the box in Section 9 is checked.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three (3) or fewer days/nights per month, the annual fee is the applicable annual fee for the policy as if such highest policy were in effect for three (3) or less days/nights per week. For policies in effect for any six (6) or fewer days/nights per calendar year, the fee is one-third (1/3) the applicable annual fee for the policy as if such policy were in effect for three (3) or less days/nights per week. In no event shall the occasional performances be less than $502.00, if any boxes in Sections 1-5 are checked, or less than $237.00, if only the box in Section 9 is checked.

DISCOUNTS

One Year Payment

Full payment of applicable annual licenses fees (Line 10) upon the execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles Licensee to a 10% discount on such annual license fees.

Two Year Payment

Full payment of applicable annual license fees (Line 10) for two (2) years upon execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles LICENSEE to a 15% discount on such aggregated two-year annual license fee payment. For purposes of calculating the two-year payment, fees for the second year shall equal the fees for the first year (Line 10) but shall be subsequently adjusted upon the release of the second-year rates.

LICENSE FEES FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Internet Click Thru License

ASCAP License Agreement

This ASCAP License Agreement ("License Agreement") is made and entered into as of the effective date set forth onthe Key Terms and Fee Schedule annexed hereto as Schedule A(the "Key Terms/Fee Schedule")(the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 W 57th Street, New York, NY 10107, and the party identified on the Key Terms/Fee Schedule("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "ASCAP Terms of Use"). To the extent there is a conflict between the ASCAP Terms of Use and this License Agreement, this License Agreement shall govern.

Article 1. Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or any time during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "Business Information" means the information regarding the business located at the Premises, as set forth on the Key Terms / Fee Schedule.

1.4. "Fee Payment Date" means the date(s) identified on the Key Terms/Fee Schedule on which Fees are due and payable by Licensee to ASCAP.

1.5. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights, all as may be set forth on the Key Terms/Fee Schedule.

1.6. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.7. "Licensee's Operating Policy" means, collectively, the Business Informationand Music Uses, as set forth onthe Key Terms / Fee Schedule.

1.8. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Premises, as set forth on the Key Terms / Fee Schedule.

1.9. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.10. "Premises" means the physical location(s) set forth on the Key Terms/Fee Schedule.

1.11. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.12. "User Account" means the online user profile and payment account accessed by Licensee via www.ascap.com.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS,

PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS LICENSE AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND LICENSEE FOR ALL PURPOSES HEREUNDER.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) ANDLICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE BOTH LICENSEE'S AND YOURAGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTSPAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITHTHIS LICENSE AGREEMENT,AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 3. License Grant.

3.1 Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Premises and solely in connection with the Music Uses ("Licensed Rights").

3.2 License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions.

3.3 Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 4. Additional Terms and Conditions.

4.1 Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth onSchedule A)sets forth certain terms and conditions, including the applicableBusiness Information, Music Uses, Fees, Premisesand other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2 State Disclosure and Related Information. Schedule Chereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 5. Restrictions and Conditions.

5.1 No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

5.2 No Right to Reproduce, Copy or Distribute. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.3 No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.4. License Limited to the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

5.5 Certain Live Concert and Musical Performances. This License Agreement does not authorize or otherwise grant any right or license to perform or otherwise use any of the ASCAP Repertory in connection with any live concert or musical performances at the Premises when tickets for such live concert or musical performances may be obtained, purchased or otherwise made available, in whole or in part, from or through any third party service that directly or indirectly (e.g., through use of technology, products or services provided by or on behalf of an applicable third party service, etc.)sells, distributes, provides and/or otherwise makes available tickets (whether digital and/or physical) to the public for events at the Premises (e.g., Ticketmaster, Live Nation, StubHub, Fandango, etc.).

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) using the payment method associated with Licensee's User Account. Licensee acknowledges and agrees that the Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term), in accordance with the terms and conditions set forth on Schedule B. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available. If payment is not promptly received by ASCAP, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2 Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each Fee Payment Date(or in the event any Fee Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the immediately preceding Fee Payment Date (or, in the event of the first Fee Payment Date, the same as the Effective Date), unless (a) subject to increase as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com). If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT (Y) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Z) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE FEE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY

TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees were determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on ScheduleB as applied toLicensee's Operating Policy. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall promptly provide ASCAP with written notice of any change in Licensee's Operating Policy and shall, at such time, furnish to ASCAP all requested information and certify that all information so provided is true and correct. In the event of any change to Licensee's Operating Policy, ASCAP reserves the right to make adjustments tothe Fees as required, upon notice to Licensee. For purposes of this License Agreement, a change in Licensee's Operating Policy shall be one in effect for at least 30 days. Upon any change in Licensee's Operating Policy resulting in an increase in the applicable Fees, Licensee agrees to pay ASCAP the increased license fees, effective as of the initial date of such change, whether or not written notice of such change has been provided pursuant to the terms and conditions hereof.

6.4. Taxes.Licensee shall be responsible for any taxesand/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax,providedthat ASCAP is permitted by law to pass through such tax to its licensees.No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. Except as otherwise expressly agreed by ASCAP, all Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection with any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. During the Term, and for a period of three years thereafter: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with Licensee's obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policyand any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the Fees, Licensee shall pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due, and, if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAPmay (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that such termination shall not be effective if Licensee's breach has been cured prior to the expiration of such 30-day period.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

7.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights

7.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. INDEMNIFICATION; DISCLAIMER; WAIVER.

8.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, 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 License Agreement. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

8.2. DISCLAIMER: THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS,SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND,WHETHER EXPRESSED OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE,NON-INFRINGEMENT,MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,ACCURACY,SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNER OR CONTROLLED BY ANY THIRD PARTY.

8.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND THE RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS OF THE FOREGOING, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 9. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth on the Key Terms/Fee Schedule, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided , however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 10. Arbitration.

Any dispute arising out of or related to this License Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration

Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the state courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

Article 11. Miscellaneous.

This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this License Agreement.This Agreement shall be governed by the law of the State of New York and you irrevocably submit to the jurisdiction of the courts of New York State, situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between you and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Article 2, Section 3.3, Section 6.5, Section 6.6, Section 7.5, Article 8, Article 9, Article 10 and this Article 11 shall survive the cancellation, expiration or termination of this Agreement.

ascap

Schedule A

Key Terms and Fee Schedule

- Effective Date of License Agreement:
- Licensee Name:
- Contact Information:
- Premises Location:

- Business Information related to rate calculation, *e.g.:*
- Occupancy:
- Music Uses related to rate calculation, *e.g.:*
    - Cover Charge:
    - Live Music 3 nights or less:
    - Live Music 4 nights or more:
    - Enhancements (DJ, Karaoke):
    - Recorded Music:
    - TV and/or Radio:

- Fees:
- Payment Plan (*e.g.* annual, quarterly, monthly):
- License Payment Date(s):
- ASCAP email contact information (for notices):

Schedule B

ASCAP RATE SCHEDULE FOR RESTAURANTS, BARS, NIGHTCLUBS AND SIMILAR ESTABLISHMENTS

Based upon Licensee's Operating Policy, the following rates are used to determine Fees:

1. **Live Music:** If music is performed live at the Premises, the following rates apply:

Frequency of Live Performances per Week:	Rate per Occupant:
4 – 7 days	$8.05
3 days or less	$6.70

2. **Recorded Music:** If music is performed at the Premises by mechanical, electronic and/or digital means including, but not limited to, tapes, records, compact discs and other digital audio formats (e.g., MP3), videocassette, DVD, other digital audiovisual formats and jukeboxes that do not meet the definition of "Coin-Operated Phonorecord Player" as defined below in Item 7, the following rates apply:

	Rate per Occupant:
If music is not otherwise performed live:	$4.69
If music is also performed live (regardless of frequency):	$3.10

3. **Enhancements to Recorded Music:** If recorded music (as described in Item 2) performed at the Premises is enhanced with features such as live DJs, karaoke, emcees, dancing, shows, acts or games, regardless of frequency the following rate applies:

Rate per Occupant: $2.72

4. **Admission or Cover Charge:** If an admission, cover or similar charge exists at any time for a part or the entire Premises, the following rate applies:

Rate per Occupant: $2.72

5. **Television and/or Radio:** If televisions and/or radios are utilized for the reception of broadcast, satellite or cable programming at the Premises when no Live Music or Recorded Music (respectively Items 1 and 2 above) is performed, and when such television and/or radio performances do not meet the exemption providedforin17U.S.C. Section110(5) of the United States Copyright Act, the following rate applies:

Rate per Occupant: $1.77

6. **Jukebox Fee:** (Note: This Fee does not apply if the jukebox at the Premises is currently licensed separately). If music is performed at the Premises by means of devices, commonly called" jukeboxes, "that meet the definition of a "Coin-Operated Phonorecord Player" as set forth in Section 116 of the U.S. Copyright Act and that are not otherwise licensed through a compulsory license, a license from the Jukebox License Office, or an ASCAP license other than this License Agreement, the following rate applies:.(Section116 currently defines a Coin-Operated Phonorecord Player as a machine or device that (1)is employed solely for the performance of nondramatic musical works by means of phonorecords [compact discs, for example] upon being activated by the insertion of coins, currency, tokens, or other monetary units or their equivalent;(2)is located in an establishment making no direct or indirect charge for admission;(3)is accompanied by a list comprised of the title so fall the musical works available for performance on it, and is affixed to the machine or device or posted in the establishment in a prominent position where it can be readily examined by the public; and (4)affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located [as distinguished from the establishment's employees or performers.)

Rate per Occupant: $237.00

The annual Fee equals the sum of (a) the greater of (i) $502.00 and (ii) the total Rate per Occupant (*i.e.* the sum of Items 1 through 5 above) multiplied by the Total Premises Occupancy (as set forth in the Business Information provided by Licensee) plus (b) the Jukebox Fee, if any.

ADJUSTMENTSTOANNUALFEES

The following adjustments may be made to the annual Fee:

Fees for Seasonal Performances:
If the Premises is only open seasonally, the Fees due for periods up to four (4) months of operation are one-half (1/2) of the annual Fee amount. For each additional month or partial month the Fee is increased by one twelfth (1/12) the annual Fee. In no event shall the Fee for seasonal performances be more than the unadjusted annual Fee or less than $502.00 (if any of Items 1 through 5 apply), or less than $237.00 (if only the Jukebox Fee applies).

Fees for Occasional Performances:
If the Premises features live music six (6) or fewer days/nights per calendar year, the annual Fee is one-third (1/3) the applicable Fee calculated using the rate for performances of live music three (3) or less days/nights per week. In no event shall the Fee for occasional performances be less than $502.00 (if any of Items 1 through 5 apply), or less than $237.00 (if only the Jukebox Fee).

Schedule C

State Disclosure Statements and Related Information

BGT CHAIN

GENERAL LICENSE AGREEMENT - RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS – CHAINS OF 10 OR MORE

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203 and LICENSEE, as follows:

LICENSEE Legal Name: _____

LICENSEE Business Name: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

(*Check one*) ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____

1. Grant; Term of License

(a) ASCAP grants, and LICENSEE accepts, for a term of one (1) year, commencing and continuing thereafter for additional terms of one (1) year each unless terminated by either party as hereinafter provided, a license to perform publicly at each of the premises listed on the Premises and Rate Schedule and Statement of Operating Policy annexed hereto and made a part hereof, as such Schedule may be amended as hereinafter provided (the "Premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the ASCAP Repertory (*see definitions below*).

(b) This Agreement shall operate to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Any assignment of this Agreement shall require ASCAP's prior written approval. 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, provided, however, that assignee may accept the obligations of assignor upon written notice to ASCAP.

(c) Either party may, on or before thirty (30) 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.

(d) Upon a change in the address of any of the Premises, LICENSEE shall notify ASCAP immediately of any such new address, which shall be incorporated herein.

2. Limitations on License

(a) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises.

(b) This license does not authorize live concert performances at the Premises when tickets for such live concert performances can be purchased from or through Outside Ticket Services (*see definitions below*).

(c) 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 (*see definitions below*) in its entirety; (ii) performance of one or more musical compositions from a Dramatico-Musical Work 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; or (iv) performance of a concert version of a Dramatico-Musical Work.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Premises and Rate Schedule and Statement of Operating Policy annexed hereto and made a part hereof for each of the Premises. LICENSEE shall complete the Premises and Rate Schedule and Statement of Operating Policy for each of the Premises and an aggregate license fee payment for all Premises. LICENSEE represents and warrants that the Statements of Operating Policy are true and correct as of the date hereof.

(b) License fees due under this Agreement shall be paid pursuant to either subparagraph 3(b)(i) or 3(b)(ii).

(i) Full Payment. LICENSEE shall pay the annual license fee for the initial license term for the Premises upon execution of this Agreement and for subsequent license terms no later than thirty (30) days after the anniversary date of this Agreement.

(ii) Installment Payments. LICENSEE shall pay the annual license fee for the Premises in quarterly installments of one-quarter (¼) the annual license fee upon execution of this Agreement and thereafter no later than thirty (30) days after the close of each quarterly period. Notwithstanding the above, if any license fees from any year remain due and owing for a period of more than ninety (90) days, any unpaid portion of LICENSEE's license fees for such year(s) will be immediately due and payable.

(c) If LICENSEE pays the annual license fee in full in accordance with subparagraph 3(b)(i), LICENSEE shall be entitled to a discount to the applicable license fee for such year as set forth on the Premises and Rate Schedule and Statement of Operating Policy, provided that no license fees remain due and owing under this or any other prior ASCAP license. LICENSEE will not be eligible for any discount if LICENSEE pays its license fees in installments, or pays all fees for seasonal or occasional performances only, or for any additional premises added pursuant to subparagraph 3(d) more than thirty (30) days after execution of this Agreement or, for subsequent license terms, added more than thirty (30) days after the anniversary date of this Agreement.

(d) LICENSEE shall notify ASCAP of any premises, in addition to the premises listed on the Premises and Rate Schedule and Statement of Operating Policy, which commences non-dramatic public performances of music after the effective date of this Agreement, and shall immediately submit a separate Premises and Rate Schedule and Statement of Operating Policy for each of such additional premises and license fees due hereunder for each of such premises. The Premises and Rate Schedule and Statement of Operating Policy shall thereafter be deemed amended to include such additional premises. License fees due for additional premises for their initial term shall be calculated on an annual basis but prorated to the month of commencement of non-dramatic public performances at such additional premises.

(e) LICENSEE agrees to pay ASCAP any applicable charge levied by banks or other financial institutions for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to ASCAP, but in no event less than $35.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1½% per month, or the maximum rate permitted by the law of the state in

which the LICENSEE is located, whichever is less, from the date such license fees became due.

(g) Governmental Entities (*see definitions below*) may impose special taxes or levies on ASCAP related to the licensing of public performances. Accordingly, in the event that LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, then LICENSEE agrees to pay to ASCAP the full amount of such tax, provided that (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give ASCAP notice of any change in LICENSEE's Operating Policy (see definitions below) for any of the Premises and shall, at such time, furnish to ASCAP a current Premises and Rate Schedule and Statement of Operating Policy for each such Premises and shall certify that it is true and correct. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty (30) days.

(b) Upon any change in LICENSEE's Operating Policy for any of the Premises resulting in an increase in the applicable license fee, LICENSEE agrees to pay ASCAP 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) hereof.

(c) Upon (i) any change in LICENSEE's Operating Policy for any of the Premises resulting in a reduction in the applicable license fee; (ii) the discontinuance of the performance of music (as defined in subparagraph (d) below) at any of the Premises; or (iii) the closure of any of the Premises, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, discontinuance or closure, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given ASCAP written notice of such change, discontinuance or closure. If LICENSEE fails to give ASCAP such written notice within thirty (30) days, any reduction shall be effective, and credit calculated, in the case of a change or discontinuance thirty (30) days after LICENSEE gives ASCAP written notice of the change or discontinuance, and in the case of a closure from the date of written notice to ASCAP of such closure. ASCAP reserves the right to verify the basis for any reduction and/or credit and may reject or reverse any such reduction and/or credit if no basis for such reduction and/or credit exists.

(d) If LICENSEE discontinues the performance of music at all of the Premises, LICENSEE or ASCAP may terminate this Agreement upon thirty (30) days notice, the termination to be effective at the end of the thirty (30) day period. In the event of such termination, ASCAP shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. Fees shall be considered fully earned if non-dramatic public performances of music are made at any of the Premises. For purposes of this Agreement, a discontinuance of music shall be one in effect for at least 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 the breach or default, and in the event that it has not been cured within the thirty (30) day period, this license shall terminate on the expiration of that period without further notice from ASCAP to LICENSEE.

6. Interference in ASCAP's Operations

Governmental Entities from time to time may enact laws that create obstacles to ASCAP's licensing of public performances. Accordingly, in the event of either (a) any major interference with the operations of ASCAP in the Governmental Entity in which LICENSEE or any of the Premises are 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, ASCAP shall have the right to terminate this Agreement immediately and shall refund to LICENSEE any unearned license fees paid in advance.

7. 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 770-805-3410; or (c) if by electronic mail, to glcs@ascap.com. Notices to LICENSEE shall be sent to the mailing address, facsimile number or electronic mail address set out above. Each party agrees to inform the other of any change of address and/or contact information.

8. Definitions.

(a) "ASCAP Repertory" shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(b) "Dramatico-Musical Work" shall mean a work such as, but not limited to, a musical comedy, opera, play with music, revue, or ballet.

(c) "Governmental Entities" shall mean states, territories, dependencies, possessions or political subdivisions.

(d) "Operating Policy" shall mean all of the factors that determine the total license fee applicable to each of the Premises under the Rate Schedule.

(e) "Outside Ticket Services" shall mean third-party services distributing tickets to the public for events at any of the Premises, such as, but not limited to, Ticketmaster, Ticketweb and Ticketron.

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: _____

NAME: _____

TITLE: _____

LICENSEE _____

By: _____

NAME: _____

TITLE: _____

(For 'Title', fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner"; (c) If individual owner, write "individual owner.")

RESTAURANTS, BARS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS
Rate Schedule & Statement of Operating Policy for Calendar Year 2026

Licensee Business Name: _____

Premise Address: _____

Instructions: Enter the corresponding Rate Per Occupant according to the use of music in your business

Music Type	Rate Per Occupant	Fee
1. Live Music *(check no more than one box if applicable)*		
Frequency Per Week		
4 - 7 nights	$8.05 ☐	
3 nights or less	$6.70 ☐	
	Enter the rate checked above here:	**$** _____
2. Recorded Music* *(check no more than one box if applicable)*		
If Live Music is not used	$4.69 ☐	
If Live Music is also used (must also check a box in Section 1).	$3.10 ☐	
	Enter the rate checked above here:	**$**
3. Enhancements to Recorded Music* *(check box if applicable, must also check a box in Section 2)*	$2.72 ☐	
	Enter the rate checked above here:	**$**
4. Admission or Cover Charge* *(check box if applicable)*	$2.72 ☐	
	Enter the rate checked above here:	**$**
5. Television and/or Radio* *(check box if applicable, Skip this Section if you checked a box on line 1 or 2).*	$1.77 ☐	
	Enter the rate checked above here:	**$**
6. Total Rate Per Occupant (Add lines 1 - 5)		**$**
7. Total Premises Occupancy Enter 1,000 if Occupancy is greater than 1,000 (If premises occupancy is not established by the local fire or similar authority, use the following formula: Total Square footage of entire premise _____/20 = Occupancy).		
8. Occupancy Fee		
A. Multiply line 7 by line 6.	8a **$** _____	
B. Enter the amount from line 8a, or $502.00, whichever is higher. (if no boxes are checked in Sections 1 - 5, enter $0)	8b **$**	
9. Jukebox Fee* *(skip this Section if our jukebox is currently licensed separately)*	$237.00 ☐	**$** _____
10. Annual License Fee (*Add the amounts from Boxes 8b and 9)*		**$**

*See notes on Page 2 for explanation

I certify that the information contained herein is true and correct. (complete only upon change in Operating Policy

Signature: _____ Date: _____

Name: _____

Print Name

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

NOTES TO RATE SCHEDULE

Recorded Music (Line 2). **).** This fee applies for the performance of music by mechanical or electronic devices, including, but not limited to, tapes, records, compact discs and other digital audio formats (e.g. MP3), videocassette, DVD and other digital audiovisual formats. This fee applies for performances by jukeboxes that do not meet the definition of "Coin-Operated Phonorecord Player" as defined below.

Enhancements to Recorded Music (Line 3). This fee applies for the use of added features to recorded music such as, but not limited to, karaoke, DJs, emcees, dancing, shows, acts or games.

Admission or Cover Charge (Line 4). This fee applies if an admission, cover, or similar charge exists at any time for a part or the entire premises.

Television and/or Radio (Line 5). The use of televisions and/or radios that are utilized for the reception of broadcast, satellite or cable programming when no live music (Line 1) or recorded music (Line 2) is performed and paid for under this license, and when such television and/or radio performances do not meet the exemption provided for in 17 U.S.C. Section 110(5).

Jukebox Fee (Line 9). This fee applies for performances by means of devices, commonly called "jukeboxes," that meet the definition of "Coin-Operated Phonorecord Player" as set forth in the U.S. Copyright Law and that are not otherwise licensed through a compulsory license, a license from the Jukebox License Office, or an ASCAP license other than this license. The U.S. Copyright Law currently defines a Coin-Operated Phonorecord Player as a machine or device that (1) is employed solely for the performance of nondramatic musical works by means of phonorecords [compact discs, for example] upon being activated by the insertion of coins, currency, tokens, or other monetary units or their equivalent; (2) is located in an establishment making no direct or indirect charge for admission; (3) is accompanied by a list comprised of the titles of all the musical works available for performance on it, and is affixed to the machine or device or posted in the establishment in a prominent position where it can be readily examined by the public; and (4) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located [as distinguished from the establishment's employees or performers].

ADJUSTMENTS TO ANNUAL FEES

FEES FOR SEASONAL PERFORMANCES

If the Premises is only open seasonally, the fees due for periods up to four (4) months of operation are one-half (1/2) the annual license fees (Line 10). For each additional month or partial month the fee is increased by one twelfth (1/12) the annual license fees (Line 10). In no event shall the seasonal performances be more than the annual license fee (Line 10) or less than $502.00, if any boxes in Sections 1-5 are checked, or less than $237.00, if only the box in Section 9 is checked.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three (3) or fewer days/nights per month, the annual fee is the applicable annual fee for the policy as if such highest policy were in effect for three (3) or less days/nights per week. For policies in effect for any six (6) or fewer days/nights per calendar year, the fee is one-third (1/3) the applicable annual fee for the policy as if such policy were in effect for three (3) or less days/nights per week. In no event shall the occasional performances be less than $502.00, if any boxes in Sections 1-5 are checked, or less than $237.00, if only the box in Section 9 is checked.

DISCOUNTS

One Year Payment

Full payment of applicable annual licenses fees (Line 10) upon the execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles Licensee to a 10% discount on such annual license fees.

Two Year Payment

Full payment of applicable annual license fees (Line 10) for two (2) years upon execution of the Agreement, but no later than thirty (30) day of invoice, and for subsequent terms no later than thirty (30) days after the anniversary date of the Agreement entitles LICENSEE to a 15% discount on such aggregated two-year annual license fee payment. For purposes of calculating the two-year payment, fees for the second year shall equal the fees for the first year (Line 10) but shall be subsequently adjusted upon the release of the second-year rates.

LICENSE FEES FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

BASEBALL

Independent League

LICENSE AGREEMENT
Independent Baseball League

AGREEMENT between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

("LICENSEE") located at

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to publicly perform or cause to be performed publicly at such facilities located within the United States as are the site of "Season" "Home Games" of "Member Teams" as specified on Schedule A, attached to and made a part of this Agreement, as that schedule may be amended as hereinafter provided (the "premises") and not elsewhere, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory". For purposes of this agreement,

(i) "Season" means the period of time each year from the first date of any of LICENSEE's "Member Teams" "Home Games" including so-called pre-season, exhibition and post-season Home Games, to the date of the last championship game.

(ii) "Home Games" means each baseball game played and deemed as a "game" under LICENSEE's Rules and in which a "Member Team" is designated the home team; LICENSEE's all-star game shall be deemed a home game.

(iii) "Member Teams" means those baseball teams which are members of LICENSEE and specified on Schedule A.

(iv) "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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for a one year term commencing «OPPORTUNITY_COMMENCE_DATE» and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice by December 31 of any year. If such notice is given, the license shall terminate on January 31 of the following year.

2. Limitations on License

(a) This license 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is limited to LICENSEE, Member Teams, the premises and to performances presented during the course of Home Games of Member Teams during the Season and LICENSEE's all-star game.

(c) This license does not authorize any performances in or as part of a concert or other activity for which a separate admission fee, cover, donation, minimum or similar charge is made.

(d) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises.

(e) 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" (defined below) in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work" 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".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue or ballet.

(f) 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.

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

3. License Fees

(a) In consideration of the license granted herein, for the «OPPORTUNITY_CALCCOMMENCEMENTDATEYEAR» Season,

LICENSEE agrees to pay ASCAP a license fee calculated by multiplying the number of attendees, paid or otherwise at all Home Games by $0.0069. Rates for each subsequent calendar year of this Agreement shall 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.

(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 days of its due date.

4. Reports and Payments

(a) Upon the execution of this Agreement and by March 1 of each subsequent Season, LICENSEE shall submit to ASCAP a report stating (i) the estimated number of attendees at all Home Games scheduled to be played in the current Season, based upon the number of attendees, paid or otherwise, in the prior Season and (ii) the name of each Member Team as of that date and the premises at which it plays its Home Games. Schedule A shall be deemed modified accordingly. Payment of the estimated license fee shall accompany the report.

(b) Within thirty days after the end of each Season, LICENSEE shall submit to ASCAP a report stating (i) the total number of attendees, paid or otherwise, during the preceding Season and (ii) payment of any additional license fees due. If the report shows an overpayment of license fees for the Season, LICENSEE shall receive a credit in such amount applicable to its next payment of license fees under this Agreement.

(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 such books and records of LICENSEE and its Member Teams may be necessary to verify any report or reports required pursuant to this Agreement. ASCAP shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records as completely and entirely confidential. In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1½% per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid. In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1½% per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount.

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. Interference in Operations

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 is 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.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By_____

LICENSEE «ACCOUNT_LEGAL_ENTITY»

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.)

SCHEDULE A

TEAM	CITY	STATE	HOME STADIUM

INDEPENDENT BASEBALL LEAGUE

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ **Premise Name:** _____

License Fee Per Each Attendee at Home Games $0.0104

The term "Home Game" shall mean each baseball game played and deemed as a "game" under Licensee's Rules and at which "Member Team" is designated the Home Team. All-star games shall be deemed a Home Game.

The term "Season" shall mean the period of time from the first date of any of Licensee's "Member Teams" "Home Games", within which all games are played, including exhibition, so-called pre-season and post-season Home Games, to the date of the last championship game.

The above Rate Schedule covers the use of live and mechanical music in conjunction with all of Licensee's "Member Teams" games. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

Type of report: ○ Estimated Report ○ Actual Report

1) **Number of Attendees at all Home Games for the Above Season:** ☐☐☐☐☐☐☐☐☐

2) **Applicable Rate per Attendee at all Home Games for Above Season:** **x $0.0104**

3) **License Fee Based on Above Policy: (Line 1 x Line 2)** $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

BOWLING
BOWLING CENTERS (INDIVIDUAL)

LICENSE AGREEMENT-INDIVIDUAL BOWLING CENTERS

Agreement between the American Society of Composers, Authors and Publishers ("ASCAP"), an unincorporated New York membership association, located at 2 Music Square West; Nashville, TN 37203

and

("LICENSEE"), located at

as follows:

1. Grant And Term Of License

(a) ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly at the bowling center known as

(the "premises"); number of lanes:

and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement, "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 during the term of this Agreement, and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term of one year commencing , 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 the last day of the term in which notice is given.

2. Limitations On License

(a) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license does not authorize: (i) the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises, other than by means of music-on-hold telephone systems operated by LICENSEE at the premises; and (ii) performances by means of music services (such as Muzak).

(c) 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" in its entirety;
(ii) performance of one or more musical compositions from a "dramatico-musical work" 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".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, choral work, opera, play with music, revue or ballet.

(d) 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.

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

(f) This license does not authorize any concert or other performance at the premises for which a separate admission, fee, cover, donation, minimum or similar charge is made to attend.

3. License Fees

(a) In consideration of the license granted herein, for each year of this Agreement LICENSEE agrees to pay a license fee which shall be calculated in accordance with the Rate Schedule attached to and made a part of this Agreement. LICENSEE represents and warrants that the number of lanes set forth in paragraph 1.(a) above is true and correct as of the effective date of this Agreement.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Payments

(a) The license fee for this first term of this Agreement shall be payable upon the execution of this Agreement. License fees for each subsequent year of this Agreement shall be due and payable by January 31 of each year.

(b) LICENSEE agrees to give ASCAP thirty days prior written notice of any change in the number of lanes at the premises. If the number of lanes increases, 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 number of lanes decreases 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 decrease in the number of lanes pursuant to this subparagraph, any reduction and credit shall be effective thirty days after LICENSEE gives ASCAP written notice of the change.

(c) ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to enter the premises to verify the number of lanes. Upon ASCAP'S reasonable request, LICENSEE shall make available to ASCAP its books, records, or other documents of LICENSEE which set forth the number of lanes of the premises.

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. Interference in Operations

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 is 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 or by generally recognized same-day or overnight delivery service. 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 construed in accordance with the laws of the State of New York.

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.)

INDIVIDUAL BOWLING CENTER

2026 Statement of Operating Policy

Account Number: _____ **Account Name:** _____

Name of Bowling Center: _____

OPERATING POLICY

1. Number of Bowling Lanes: _____

2. 2026 Fee Per Lane: **x $39.10**

3. Annual Licensing Fee (Line 1 x Line 2): $☐☐☐☐☐☐☐.☐☐ *

* The minimum annual fee payable shall be $455.00.

Contact Person & Title ☐☐☐☐☐☐☐

BUSES
AND
MOTORCOACHES

LICENSE AGREEMENT - BUSES

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203

by

("LICENSEE"), located at

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 on all buses which means all United States registered motorcoaches owned or operated by LICENSEE that are equipped for the performance of music and specified on Schedule A, attached to and made a part of this Agreement, as it may be amended as hereinafter provided (the "Licensed Buses") and not elsewhere or otherwise, non-dramatic renditions by mechanical means and not otherwise of the separate musical compositions in the ASCAP repertory. For purposes of this Agreement, "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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for a one year term commencing and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of a calendar year. If such notice is given, the license shall terminate on the last day of the year in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable without the prior written consent of the parties.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, website or otherwise, of renditions of musical compositions in the ASCAP repertory to persons outside of the Licensed Buses.

(c) 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" (defined below) in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work" 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".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, choral work, opera, play with music, revue or ballet.

(d) This license is limited to performances of audio and audio-visual performances of music by mechanical means and does not authorize any live performances.

(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.

3. License Fees, Reports & Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP for each calendar year of the term hereof a fee computed in accordance with the Rate Schedule attached to and made a part of this Agreement.

(b) LICENSEE shall furnish reports to ASCAP upon entering into this Agreement and on each January 15, April 15, July 15 and October 15 during the term hereof, as follows:

(i) The report to be furnished upon entering into this Agreement and on January 15 of each subsequent year shall list each Licensed Bus and its identification or license plate number and shall specify the total license fees due for all Licensed Buses listed on Schedule A.

(ii) The reports to be furnished by LICENSEE on April 15, July 15 and October 15 of each contract year of this Agreement shall indicate any additions to the current list of Licensed Buses during the preceding calendar quarter, and Schedule A shall thereafter be deemed amended to include such Licensed Buses upon full payment by LICENSEE to ASCAP of the license fee due for such additional Licensed Buses.

(c) LICENSEE shall pay to ASCAP the annual license fee for the first year of this Agreement upon the execution of this Agreement. License fees for subsequent years shall be payable by January 15 of each year, simultaneously with submission of the Schedule A required by paragraph 3.(b)(i) above. LICENSEE shall make three additional payments resulting from any additions to Schedule A on April 15, July 15 and October 15 of each contract year. Upon receipt of each payment and Schedule A from LICENSEE, all of the Licensed Buses listed on Schedule A shall be licensed retroactive to the beginning of the contract year in which the payment was made.

(d) Upon thirty (30) days' written notice to LICENSEE, ASCAP shall have the right to review LICENSEE's books, records and/or other documents of LICENSEE which set forth the number of buses operated by the Licensed Members.

(e) 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 days of its due date.

4. 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.

5. Additional Termination Provisions

(a) 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 is 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.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Individual Bus License Agreements at the same time.

6. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending the notice to the other party 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.

7. 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 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.)

BUSES AND MOTORCOACHES

2026 Rate Schedule

For the Period January 1, 2026 through December 31, 2026

The annual license fee for each bus or motorcoach owned or operated by LICENSEE and equipped for the performance of music shall be $110.00.

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for calendar year 2026. 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. Any such adjustment shall be rounded to the nearest $.25. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

BUSES AND MOTORCOACHES
2026 Report Form

Account Number:_____ Premise Name: _____

For the Period January 1, 2026 through December 31, 2026

The annual license fee for each bus or motorcoach owned or operated by LICENSEE and equipped for the performance of music shall be $110.00.

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for calendar year 2026. 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. Any such adjustment shall be rounded to the nearest $.25. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Total Number of All Currently Licensed Buses: ☐☐☐☐☐☐☐☐ Effective as of: ☐☐ / ☐☐ / ☐☐☐☐

*Reports are due Quarterly: Jan 15 (for Oct - Dec), Apr 15 (for Jan - Mar), Jul 15 (for Apr - Jun), Oct 15 (for Jul - Sep) indicating any additions or deletions.
This Report is being submitted for the Report Quarter: ( ) Jan - Mar ( ) Apr - Jun ( ) Jul - Sep ( ) Oct - Dec

	Licensed Bus	License Plate Number	Addition Effective Date* (Fees are not pro-ratable.)	Deletion Effective Date* (Fees are not pro-ratable.)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10**				

***You may copy this form or phone our office for additional report forms if more buses are to be reported*

Contact Person & Title ☐☐☐☐☐☐☐☐

CAMPGROUND
INDIVIDUAL RV PARKS AND CAMPGROUNDS

LICENSE AGREEMENT - INDIVIDUAL RV PARKS AND CAMPGROUNDS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 the "RV park or campground" (as hereinafter defined) 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) The term "RV park or campground" shall mean an area of real property, typically a field, park or other open-air site, customarily used for temporary lodging by tent, recreational vehicle or other transportable means, and with not more than 20% of lodging space in permanent structures (e.g., cabins).

(c) Either party may, on or before thirty (30) days prior to the end of the initial or any renewal term, give notice of termination to the other. If such notice is given, the license shall terminate on the last day of such initial or renewal term.

(d) 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.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(d)" hereof.

(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, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

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

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

(e) This license does not authorize performances in any hotel or motel situated on the premises.

(f) This license does not authorize any concert or other performance at the premises for which a separate admission fee, cover, donation, minimum or similar charge is made and to which members of the general public who are not registered lodgers of the premises may be admitted.

(g) 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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY for each calendar year of the term hereof, the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "Licensees Operating Policy." The term "Licensee's Operating Policy" means the factors that determine the license fee applicable under the Rate Schedule, including (i) the number of "campsites" (as hereinafter defined) and (ii) the total annual "Live Entertainment Costs" (as hereinafter defined), if any, for the premises.

(b) The term "campsites" as used in this Agreement includes, but is not limited to, tent sites, RV spaces and designated lodging areas located at the premises.

(c) The term "Live Entertainment Costs," as used in this Agreement, means all direct expenditures of every kind and nature (whether in money or any other form) paid by LICENSEE or by anyone on LICENSEE's behalf for any and all live entertainment in connection with which music is performed at the premises, including expenditures to or for:

(i) staff members who perform music instrumentally or vocally, or who perform or entertain in conjunction with live or mechanical music. Such costs for staff members who perform music or entertain in conjunction with live or mechanical music shall include a percentage of the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services. Such percentage of reasonable value of all accommodations or services shall be the same as the percentage of the staff member's time dedicated to entertainment services compared with all other services such staff member performs; or

(ii) nonstaff or outside entertainment, including entertainment during which live music or mechanical music is used in any manner whatsoever (e.g., a comedian introduced by live or mechanical music; an acrobat, clown, costumed character or juggler accompanied by live or mechanical music; or singers or dancers who "lip-synch" to music). Such costs for nonstaff entertainment shall include the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services.

If LICENSEE and SOCIETY fail to agree as to the reasonable value of such accommodations or services, the same shall be fixed at a sum equal to one-half of the prevailing rate charged to registered lodgers of the premises for such accommodations or services.

(d) LICENSEE shall submit reports to SOCIETY upon entering into this Agreement, and on or before April 1, of each succeeding year during the term hereof, which shall state: (i) the total number of campsites located at the premises and the applicable license fee pursuant to Paragraph I.(A) of the Rate Schedule; (ii) LICENSEE's total annual Live Entertainment Costs for the preceding calendar year for the premises (or if no live entertainment was presented in the preceding calendar year, an estimate of anticipated Live Entertainment Costs for the current calendar year) and the applicable license fee pursuant to Paragraph I.(B) of the Rate Schedule; and (iii) the total license fee due for the premises for the current calendar year.

(e) LICENSEE shall pay SOCIETY the license fee due hereunder for the initial calendar year hereof upon entering into this Agreement and, for each succeeding calendar year, on or before April 1 of each such year.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to LICENSEE, LICENSEE shall pay to SOCIETY the full amount of such tax.

4. Audits

(a) SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of LICENSEE, but only to such extent as may be necessary to verify any Statement of Operating Policy required to be submitted pursuant to this Agreement. SOCIETY shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) SOCIETY shall give LICENSEE not less than thirty (30) days written notice of its intention to make such an examination.

(c) The period for which SOCIETY may examine and verify 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 examination is postponed at the request of LICENSEE, SOCIETY shall have the right to examine and verify for the period commencing with the third calendar year preceding the year in which notification of intention to examine and verify was first given by SOCIETY to LICENSEE; and, provided further, that in the event such examination reveals a deficiency, then such examination may cover the additional preceding three calendar years.

(d) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1 1/2 % per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(e) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1 1/2% per month from the date SOCIETY demands payment of such amount.

5. 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. Thereafter, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

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 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.

7. Notices

All notices required or permitted to be given by either party to the other hereunder 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., facsimile, Mailgram 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 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.)

INDIVIDUAL RV PARKS AND CAMPGROUNDS

2026 Rate Schedule

I. ANNUAL FEE PER RV PARK OR CAMPGROUND FOR CALENDAR YEAR 2026

The annual license fee per RV park or campground for calendar year 2026 shall be computed on the following basis: (I) the fee based on the number of campsites, plus (ii) the fee based on live entertainment costs (if any).

(A.) FEE BASED ON NUMBER OF CAMPSITES FOR CALENDAR YEAR 2026

Number of Campsites*	Annual Fee
1 to 99	$ 365.00
100 to 149	$ 515.50
150 to 249	$ 689.00
250 to 349	$ 894.00
350 and over	$1,115.00

For seasonal licensees, the license fee based on the number of campsites for periods up to four months of operation is ½ the annual fee; for each additional month the fee is 1/12 the annual fee; provided, however, that the annual fee per RV park or campground for 2026 shall not be less than $310.50. The seasonal fee based on the number of campsites will in no case be more than the annual fee based on the number of campsites.

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*The term "campsites" includes, but is not limited to, tent sites, RV spaces and designated lodging areas located at the premises.

(B.) FEE BASED ON LIVE ENTERTAINMENT COSTS FOR CALENDAR YEAR 2026

For "live" entertainment, the fee shall be the amount set forth below which corresponds to the "Live Entertainment Costs" (as defined in subparagraph "3(c)" of the Agreement) for the calendar year:

Live Entertainment Costs	Annual Fee
Less than $750.00	$ 184.00
$750.00 to $1,999.99	$ 284.00
$2,000.00 to $4,999.99	$ 400.50
$5,000.00 to $9,999.99	$ 604.50
$10,000.00 to $14,999.99	$ 789.50
$15,000.00 to $24,999.99	$ 1,194.00
$25,000.00 to $34,999.99	$1,582.50
$35,000.00 to $49,999.99	$1,970.00
$50,000.00 and Over	*

II. ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

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*If "Live Entertainment Costs" as defined in subparagraph "3(c)" of the Agreement exceed $50,000.00 in any calendar year, contact SOCIETY for quotation of applicable fee.

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

INDIVIDUAL RV PARKS AND CAMPGROUNDS

2026 Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Season: **From:** ☐☐/☐☐/☐☐☐☐ **To:** ☐☐/☐☐/☐☐☐☐

I. COMPUTATION OF LICENSE FEE

1. 2026 Total Number of Campsites _____

1(a). 2026 Number of Campsites Annual Fee $_____
(See Paragraph 1(A) of the Rate Schedule)

2. Total Annual Live Entertainment Cost During 2025 $_____

2(a). Annual Fee for Live Entertainment Costs $_____
(See Paragraph 1(B) of the Rate Schedule)

OR

3. If line 2. is $0.00 (ZERO), Estimate Annual Live Entertainment Costs for 2026 $_____

3(a). Annual Fee for Live Entertainment Costs $_____
(See Paragraph 1(B) of the Rate Schedule)

II. TOTAL LICENSE FEE CALCULATION

Total License Fee Due *(Line 1(a). + 2(a). + 3(a).)* $☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐

CAMPS
GROUPS OF CAMPS - CHAINS

LICENSE AGREEMENT --Groups of RV Parks/Campgrounds

AGREEMENT between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

_____ ("LICENSEE"), located at _____
_____

1. Grant, Definitions and Term of License

(a) ASCAP grants and LICENSEE accepts a license on behalf of "licensed members" (as hereinafter defined) to perform publicly at "licensed campgrounds" (as hereinafter defined), in the United States, its territories and possessions, and the Commonwealth of Puerto Rico, and not elsewhere, nondramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) For the purposes of this Agreement:

(i) The term "licensed members" shall mean owners or operators of campgrounds or RV parks which are members of LICENSEE and from whom ASCAP has received a properly executed authorization form as provided in subparagraph "2(d)" hereof;

(ii) The term "licensed campgrounds" shall mean those individual RV parks or campgrounds operated by licensed members and specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided; and

(iii) The term "RV park or campground" shall mean an area of real property, typically a field, park or other open-air sites, customarily used for temporary lodging by tent, recreational vehicle or other transportable means, and with not more than 20% of lodging space in permanent structures (e.g., cabins).

(c) This license shall be for an initial term of one year, commencing _____ and ending December 31 of the same year, and continuing thereafter for additional terms of one year each, unless terminated by either party as hereinafter provided. Either party may, on or before ninety (90) days prior to the end of the initial or any renewal term, give notice of termination to the other. If such notice is given, the license shall terminate on the last day of such initial or renewal term.

(d) This Agreement shall ensure 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.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(d)" hereof.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the licensed campground.

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

(d) This license does not extend to any campground or RV park owned or operated by any business, enterprise or firm which has not provided ASCAP with a properly executed copy of the form authorization letter attached hereto as EXHIBIT A, authorizing LICENSEE to act on such member's behalf with respect to this Agreement and consenting to be bound by all the terms and conditions this Agreement; nor does this license extend to any campground or RV park not specified on Schedule "A".

(e) This license does not authorize performances in any hotel or motel situated on the licensed campgrounds.

(f) This license does not authorize any concert or other performance at the licensed campground for which a separate admission fee, cover, donation, minimum or similar charge is made and to which non-registered lodgers of the licensed campground or members of the general public may be admitted.

(g) This license is limited to nondramatic 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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP for each calendar year of the term hereof, the total applicable license fees due from each licensed member and computed in accordance with the Rate Schedule annexed hereto and made a part of this Agreement. The attached Rate Schedule sets forth the applicable annual license fees for each licensed campground based on the annual "live entertainment costs" (as hereinafter defined) for the preceding calendar year.

(b) The term "live entertainment costs,"as used in this Agreement, means all direct expenditures of every kind and nature (whether in money or any other form) paid by any licensed member or by anyone on such licensed member's behalf for any and all live entertainment (including entertainment for non-commercial purposes) in connection with which music is performed at a licensed campground, including expenditures to or for:

(i) staff members who perform music instrumentally or vocally, or who perform or entertain in conjunction with live or mechanical music. Such costs for staff members who perform music or entertain in conjunction with live or mechanical music shall include a percentage of the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services. Such percentage of reasonable value of all accommodations or services shall reflect the percentage of the staff member's time dedicated to entertainment services compared with all other services such staff member performs; or

(ii) nonstaff or outside entertainment, including entertainment during which live music or mechanical music is used in any manner whatsoever (e.g., a comedian introduced by live or mechanical music; an acrobat, clown, costumed character or juggler accompanied by live or mechanical music; or singers or dancers who "lip-synch" to music). Such costs for nonstaff entertainment shall include the reasonable value of all accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services.

If LICENSEE or any licensed member and ASCAP fail to agree as to the reasonable value of such accommodations or services, the same shall be fixed at a sum equal to one-half of the prevailing rate charged to the guests of the premises for such accommodations or services.

(c) LICENSEE shall furnish reports to ASCAP on the execution of this agreement and on or before April 1 of each subsequent year during the term hereof, which shall include:

(i) a current list, in printed form and, if available, computer machine readable form, identifying each licensed member by name and address and each licensed campground by name, current address and telephone number, the annual live entertainment costs for each such licensed campground during the prior calendar year, and the applicable license fee computed for each such licensed campground, which list shall be deemed made part of this Agreement as Schedule "A" hereto; and

(ii) the total license fees due for all licensed campgrounds owned or operated by all licensed members for the current calendar year.

(d) LICENSEE shall pay ASCAP the license fees due hereunder for the initial year of this agreement on or before «OPPORTUNITY_CALCCOMMENCEMENTDATEYEAR»; the license fees for all subsequent years, shall be paid on or before April 1 of each year for the current calendar year as shown by the report due on or before that date.

(e) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1.5 % per month, or the maximum rate permitted by law, whichever is less, from the dated such license fees should have been paid.

(f) If by the end of the first year of this Agreement, or if during any subsequent period or term hereof, the number of campgrounds or RV parks licensed hereunder is less than ten (10), LICENSEE shall promptly notify ASCAP and this license shall terminate at the end of that current calendar year.

(g) Additional members of LICENSEE shall be licensed under this Agreement and additional campgrounds or RV parks added to Schedule "A" after April 1, upon (i) full payment by LICENSEE to ASCAP of the license fee due for such additional campground or RV park for the entire current calendar year, (ii) receipt by ASCAP of all additional report information for such campground or RV park as required under Paragraph 3(c) above, and (iii) receipt by ASCAP from the member of LICENSEE to be added of the form authorization letter attached hereto as Exhibit A. Acceptance by ASCAP of any licensed campground or licensed member added after April 1, shall not waive or otherwise affect ASCAP's members' claims of copyright infringement which may have occurred at such campground or RV park prior to its becoming licensed under this Agreement.

(h) In the event that LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE or any licensed member, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, and (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to LICENSEE or such licensed member, LICENSEE or such licensed member shall pay to ASCAP the full amount of such tax on or before the date license fees are due.

4. Verification of Reports

(a) ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE, and of any licensed members, only to such extent as may be necessary to verify any and all statements rendered and accountings made by LICENSEE and the licensed members to ASCAP. ASCAP shall consider all
data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.

(b) ASCAP shall give LICENSEE, and any licensed member, not less than thirty (30) days' written notice of its intention to make such an examination.

(c) The period for which the ASCAP may examine and verify 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 examination is postponed at the request of LICENSEE of the specific licensed member, ASCAP shall have the right to examine and verify for the period commencing with the

third calendar year preceding the year in which notification of intention to examine and verify was first given by ASCAP to LICENSEE of the specific licensed member; and provided further, that in the event such examination reveals a deficiency, then such examination and verification may cover the additional preceding three calendar years.

(d) (i) In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(ii) In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.

(e) (i) In the event any such examination shows any licensed member to have underpaid the license fees due ASCAP by 5% or more, such licensed member shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(ii) In the event any such examination shows any licensed member to have underpaid the licensed fees due ASCAP by less than 5%, such licensed member shall pay a finance charge on the license fees shown due of 1.5 % per month from the date ASCAP demands payment of such amount.

5. Breach or Default

(a) Upon any beach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license as to LICENSEE and all license members, 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.

(b) Upon any breach or default by any licensed member of any term or condition herein contained, ASCAP may terminate this license as to such licensed member, by giving such licensed member 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.

6. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or any licensed member 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 the ASCAP 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,

ASCAP shall have the right to terminate this Agreement forthwith by written notice and shall refund to Licensee any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder 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., facsimile, Mailgram, 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 _____

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.)

GROUPS OF RV PARKS/CAMPGROUNDS

2026 Rate Schedule

The appropriate license fee for "live" and mechanical performances of music at each licensed campground for each calendar year during the term of this Agreement shall be the amount in the right-hand column below which corresponds to the annual "live entertainment costs" at each such licensed campground during the previous calendar year as shown in the following Schedule:

Annual "Live Entertainment Costs"	Annual License Fee for 10-299 Licensed Members	Annual License Fee for 300 or More Licensed Members
$ 0.00 - 4,999.99	$ 425.00	$ 279.00
$ 5,000.00 - 12,499.99	$ 847.50	$ 556.00
$12,500.00 - 24,999.99	$1,334.50	$ 892.50
$25,000.00 - 40,000.00	$2,015.00	$1,343.00

ANNUAL LICENSE FEE
FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

CARNIVALS

LICENSE AGREEMENT – CARNIVAL

AGREEMENT between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

and _____ ("LICENSEE"), located at

_____

_____

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly at presentations of LICENSEE'S carnival, at each of the locations where such presentations shall be offered ("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) This license shall be 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. 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 shall terminate on the last day of the term in which notice is given.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP'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 compulsory license provisions of 17 U.S.C. §116.

(d) This license does not authorize any public performances at concerts or recitals conducted at the premises before, during or after the carnival for which a separate admission fee, cover, minimum or similar charge is made.

(e) This license is limited to LICENSEE, the premises, and performances occurring in the course of and as part of the carnival conducted at the premises.

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

(g) 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.

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule annexed hereto and made a part of this Agreement, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy," means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports and Payments of License Fees

(a) LICENSEE shall submit reports to ASCAP within thirty days of entering into this Agreement and on or before May 1 of each succeeding year.

(b) The report to be submitted within thirty days of entering into this Agreement shall state the estimated number of separate ride(s) and attraction(s); including, but not limited to, fun houses, haunted houses and games of skill and chance, available at the premises for the current calendar year.

(c) The reports to be submitted on or before May 1 of each succeeding year shall state the actual number of ride(s) and attraction(s) at the premises for the preceding calendar year.

(d) LICENSEE shall pay ASCAP the license fees due hereunder as follows:

(i) Within thirty days of entering into this Agreement, the estimated license fees due for the first calendar year of this Agreement as shown by the report due by that date; and

(ii) By each succeeding May 1, the estimated license fees for the then current calendar year, and any additional license fees due for the previous calendar year, as shown by the report due on that date, provided, however, that if the report shows that the total estimated license fees paid in advance for the previous calendar year was greater than the license fees due for that year, LICENSEE shall receive an on account credit in the amount of the difference.

(e) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) If LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, and (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to ASCAP the full amount of such tax.

5. Audit

ASCAP shall have the right, by its duly authorized representative, at any time during customary business hours, to examine the records of LICENSEE, but only to such extent as may be necessary to verify the reports referred to herein and payments based thereon. ASCAP shall consider all data and information coming to its attention as the result of such examination as completely and entirely confidential.

6. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may give LICENSEE thirty days notice to cure such breach or default, and in the event 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.

7. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or the premises are located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to ASCAP 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,

ASCAP shall have the right to terminate this Agreement with respect to LICENSEE, forthwith by notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

8. 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.)

CARNIVALS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Number of Rides and Attractions	Annual License Fee
1-10	$ 566.00
11-20	$ 854.00
21-25	$ 1,141.00
26-30	$ 1,704.00
31-35	$ 2,277.00
36-40	$ 2,843.00
Over 40	$ 3,415.00

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Number of Rides and Attractions: ☐☐☐☐

License Fee: $☐☐☐☐☐.☐☐

Contact Person: _____
(Please print Contact's Name) (Please print Contact's Title)

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: _____

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CIRCUS

LICENSE AGREEMENT - CIRCUS

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

_____

_____

as follows:

1. Grant And Term Of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or to cause to be performed publicly at presentations of LICENSEE' s circus at each of the locations where such presentations are offered ("the premises") and not elsewhere, non-dramatic renditions of the separate musical compositions in the ASCAP repertory. "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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for one year term commencing _____ and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of a calendar year. If such notice is given, the license shall terminate on the last day of the calendar year in which notice is given. Termination by either party shall not relieve the parties of their obligations under this Agreement through the date of termination.

2. Limitations on License

(a) This license is not assignable or transferable without the prior written consent of the parties.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises.

(c) 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" (defined below) in its entirety;
(ii) performance of one or more musical compositions from a "dramatico-musical work" 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."

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue, or ballet.

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

(e) This license is limited to licensee and the premises.

(f) 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.

3. License Fees

(a) In consideration of the license granted in this Agreement, LICENSEE agrees to pay ASCAP, on a quarterly basis, the applicable license fee set forth in the rate schedule attached hereto and made a part hereof for each presentation at each of the premises.

(b) Payments for the preceding quarter shall be payable on January 1, April 1, July 1 and October 1 of each year. Payments shall be accompanied by a schedule of presentations during the preceding quarter, indicating the date, location and seating capacity of each presentation on forms to be supplied free of charge by ASCAP.

(c) LICENSEE will pay a finance charge of 1.5% per month from the date due, on any required payment that is not made within thirty days of its due date.

(d) LICENSEE agrees to pay ASCAP a $25 service charge for each unpaid check, draft or order form of monetary instrument submitted by LICENSSEE to ASCAP.

(e) Upon thirty days written notice, ASCAP shall have the right, by its authorized representatives, to examine LICENSEE's books and records of account to such extent as may be necessary to verify any schedules of presentations and payments based thereon. All data and information derived from ASCAP's examination shall be considered entirely confidential.

4. 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 written 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 licensee fees paid in advance.

5. Interference In Operations

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 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 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.

6. Notices

ASCAP or LICENSEE may give any notice required by this agreement by sending the notice to the other party by United States Mail or 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.

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.)

CIRCUSES

2026 Rate Schedule

Seating Capacity	Rate Per Presentation
Up to 500	$ 6.00
501 to 1,500	$ 20.00
1,501 to 2,500	$ 34.00
2,501 to 3,500	$ 44.50
3,501 to 4,500	$ 63.50
4,501 to 5,500	$ 84.50
5,501 to 6,500	$ 107.00
6,501 to 7,500	$ 139.00
7,501 to 10,000	$ 172.00
10,001 to 15,000	$ 213.00
Over 15,000	$ 267.50

Annual CPI Adjustment

Rates for each subsequent calendar year of this Agreement shall 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, rounded to the nearest one-half dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CIRCUSES

Schedule of Presentations

Account Number: _____ Licensee: _____

Name of Circus: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Report Period: ☐☐/☐☐/☐☐☐☐ - ☐☐/☐☐/☐☐☐☐

Date	Location of Performance (Name and Address)	Seating Capacity	Number of Performances	ASCAP License Fee

Total: $☐☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

COMMUNITY THEATRE

LICENSE AGREEMENT -- COMMUNITY THEATRE

AGREEMENT between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), an unincorporated New York membership association, located at 250 West 57th Street, New York, NY 10107 and

_____ ("LICENSEE"), with the principal business address at _____, as follows:

1. Grant and Term of License

(a) ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly at "Community Theatre Productions" at LICENSEE's main theatre or production venue located at _____ *if none, enter "n/a"*), and at other theatres and production venues at which LICENSEE presents Community Theatre Productions, 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 during the term of this Agreement, and of which ASCAP has the right to license non-dramatic public performances.

(ii) "Community Theatre Productions" means amateur theatrical productions limited to productions (a) presented by LICENSEE, which is an entity eligible to be exempt from Federal Taxation under 26 U.S.C §501(c) or is part of a U.S. military base located in the United States or United States territories; (b) that do not utilize performers that are members of Actors' Equity Association ("AEA") other than non-regular AEA guest performers; (c) at which food and beverages are not sold or provided other than light refreshments sold or provided (i) at counters and not through wait service, and (ii) outside of the actual performance time; (d) at which merchandise is not sold other than souvenirs related to the performance; and (e) that utilize seating through box office or ticket sales.

(iii) "Mechanical Music" means music which is performed at Community Theatre Productions, limited to those performances that occur before and after actual performance times and during intermissions, by means other than by live performers, including, but not limited to (A) compact disc, audio record or audio tape players (but not including jukeboxes), (B) the reception and communication at the premises of radio transmissions which originate outside the premises; and which are not exempt under the Copyright Law; or (C) a music-on-hold telephone system operated by LICENSEE at the theatre premises.

(b) This license shall be for an initial term of one year commencing _____. Thereafter, this license shall continue for additional terms of one year each, provided however, that either ASCAP or LICENSEE may terminate this license as of the end of the initial or any additional term by giving the other 30 days' written notice. Termination by either party shall not relieve the parties of their obligations under this Agreement through the date of termination.

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 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 authorizes performances by means of "Mechanical Music" only; this license does not authorize live performances.

(c) This license is strictly limited to the theater or production venue where each Community Theatre Production is presented, and does not authorize any performances other than those made at the theatre or production venue premises.

(d) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, webcasting, or on-line service, or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the theatre premises where each Community Theatre Production shall be presented.

(e) 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" in its entirety;
(ii) performance of one or more musical compositions from a "dramatico-musical work" 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";

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, opera, play with music, revue or ballet.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) 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.

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

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP an annual license fee as calculated pursuant to the attached Rate Schedule.

(b) LICENSEE shall pay a late payment fee of 1.5% per month from the date due or the maximum amount permitted by law, whichever is less, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Reports and Payments

(a) By September 1 of each year of this Agreement, LICENSEE shall furnish a report to ASCAP setting forth the annual operating budget for the next operating year.

(b) License fees shall be payable at the time the annual report is submitted to ASCAP.

5. 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 is located or in which LICENSEE presents

Community Theatre Performances 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.

6. 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.

7. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by Certified United States Mail, return receipt requested or by generally recognized same-day or overnight delivery service or facsimile or other electronic transmission, provided that a copy is also sent by mail, return receipt requested. 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 construed in accordance with the laws of the State of New York without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE on _____, 2006.

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.)

2025 – 2026 RATE SCHEDULE
COMMUNITY THEATRES

Operating Budget	Fees
$0 - $24,999	$234.70*
$25,000 - $499,999	$306.70*
$500,000	$446.40*

*Discounts will apply to qualified AACT Member Organizations

FEE FOR YEAR 2026 – 2027 AND BEYOND

The license fee for license year 2026 – 2027 and each subsequent license year shall be the license fee for the preceding year adjusted in accordance with the change in the Consumer Price Index – All Urban Consumers – (CPI-U) between the preceding March and the next preceding March, rounded to the nearest ten cents.

Statement of Operating Policy
Please indicate Budget Size Below

Operating Budget	Please Check One
$0 - $24,999	☐
$25,000 - $499,999	☐
$500,000	☐

CONCERT
CONCERTS AND RECITALS - BLANKET

CONCERTS AND RECITALS - INTERIM LICENSE AGREEMENT

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and _____ ("Licensee"), with an address at _____
(ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.2. "AFJ2" means the Second Amended Final Judgment, dated June 11, 2001, entered in *United States v. ASCAP*, Civ. Action No. 41-1395 (DJC).

1.3. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.4. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.5. "ASCAP Terms of Use" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms, as may be updated or changed from time to time.

1.6. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.7. "Benefit Concert Event" means a Live Concert Event held for the sole purpose of raising money for a specific, bonafide, third party non-profit charitable cause or institution (*i.e.* a charitable cause or institution not otherwise affiliated or associated with Licensee or any of its Affiliates), to which all the proceeds from an applicable Live Concert Event, after the deduction solely of reasonable and ordinary production costs, are donated.

1.8. "Co-Owned Works" means a Musical Work for which each of ASCAP, on the one hand, and any third party rightsholder, on the other hand, controls, has been vested and/or assigned the right to license the non-dramatic public performances for such Musical Work.

1.9. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.10. "Free Concert Event" means a Live Concert Event for which Tickets are made available to all attendees without payment of consideration of any kind.

1.11. "Gross Revenue" means, for any applicable period of time, all amounts received or otherwise recognized as revenue by Licensee or an Affiliate of a Licensee from the sale or license of Tickets or any other grant of rights to the admission, entry or attendance of or to a Live Concert Event.

1.12. "Live Concert Event" means a concert, recital or other live musical performance, or series of concerts, recitals or other live musical performances, produced, promoted and/or sponsored by Licensee or an Affiliate of a Licensee and to which admission, entry or attendance is conditioned upon possession of a Ticket. For avoidance of doubt, Live Concert Event includes those periods during an applicable event occurring immediately prior to or after, or during pauses of, live music performances. For avoidance of doubt, for purposes of this Agreement, a concert, recital or other live musical performance, or series of concerts, recitals or other live musical performances for which Licensee or its Affiliate solely acts (a) as the agent in a "buy/sell" transaction or (b) as a consultant to provide production services or booking services shall not be deemed a "Live Concert Event."

1.13. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.14. "Net Revenue" shall mean, for any applicable period of time, Gross Revenue for that same period of time solely less (a) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated in the show contract as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to a Live Concert Event; and (e) for Benefit Concert Events, amounts actually paid by or on behalf of Licensee or one of its Affiliates to the applicable charitable cause or institution for such events on behalf of any applicable performing artist, such amounts not to exceed $7.50 per Ticket.

1.15. "Premises" means the physical location at which an applicable Live Concert Event is held.

1.16. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.17. "Tickets" means any media, whether physical or digital including but not limited to, physical tickets, badges, bracelets and digital tokens, codes and identifiers, that are sold, licensed or otherwise made available by Licensee or one of its Affiliates as evidence of a grant of rights to the admission, entry or attendance of or to a Live Concert Event.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely in connection with Live Concert Events in the Territory (which includes the right to authorize any applicable performing artist and any person acting on behalf of any applicable performing artist to make non-dramatic public performances of the ASCAP Repertory without the need for additional license from ASCAP or any person or entity represented by ASCAP (or any part thereof) in connection with Live Concert Events), including public performances by way of recorded music that is broadcast solely within an applicable Premises immediately preceding, following, or during pauses of an applicable live music performance.

2.2. Limitations on Licensee's Rights. Nothing in this Agreement shall be construed to grant to Licensee or its Affiliates the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of an applicable Premises by broadcast, transmission or any other distribution means, method or technology, including by wire, cable, other electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services, whether or not such means, method or technology are owned, operated, distributed, maintained and/or managed by or on behalf of Licensee, without the prior written consent of, or valid license from, ASCAP in each instance.

2.3. License Limited to Non-Dramatic Performances. The license granted herein is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, any other music-related rights, including the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement or any sound recording embodying any such Musical Works.

2.4. Orchestral, Concert Band, or Glee Club Arrangements. This Agreement shall be construed to grant to Licensee the right to perform any special orchestral, concert band, or glee club arrangements or transcriptions of any Musical Work in the ASCAP Repertory, unless such arrangements or transcriptions arrangements have been copyrighted by an ASCAP Member or a member of an FPRO hat has granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any Musical Work in the ASCAP Repertory.

2.5. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.6. State Disclosure Statutes and Related Information. Exhibit C hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as otherwise expressly provided in Section 2.1 or in a separate agreement, in no event shall Licensee sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein, or otherwise license to any third party the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement beyond the applicable Premises of a performance licensed hereunder, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. Restriction of Works. ASCAP reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any Musical Work in the ASCAP Repertory (a) in the event ASCAP receives notice from an ASCAP Member or FPRO (or member thereof) who holds an interest in such Musical Work objecting to the use of such Musical Work as part of any Live Concert Event in order to protect the Musical Work against indiscriminate performances or the value of public performance rights therein, or (b) as may be reasonably necessary in connection with any claim or litigation involving the performing rights in such Musical Work.

Article 4. Services Made Available Via the ASCAP Website.

ASCAP may provide Licensee with the ability to access certain services relating to this Agreement on the ASCAP Website via Licensee's User Account (e.g., payment of Fees, notice relating to any changes relating to Licensee). Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Interim Fees through the ASCAP Website and Licensee's User Account are subject to Article 5.

Article 5. Fees and Reporting.

5.1. Interim Fees and Payment. In consideration of the rights granted in this Agreement and subject to, and in accordance with, the terms and conditions of this Agreement, Licensee agrees to pay ASCAP, and ASCAP agrees to accept, an interim license fee for each Concert Event based on the Rate Schedule attached hereto and made part hereof as Exhibit A (collectively, the "Interim Fees"). Licensee shall pay any and all Interim Fees due and payable to ASCAP hereunder on a quarterly basis, with payments due within forty-five (45) days after the end each applicable calendar quarter. ASCAP shall be entitled to charge and receive from Licensee a late payment charge for all amounts not paid when due, equal to one and one-half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

5.2. Interim Fee Acknowledgement. Licensee acknowledges and agrees that the Interim Fees set forth herein shall be subject to retroactive adjustment upon agreement between ASCAP and Licensee as to, or court determination in a proceeding under Section IX of AFJ2 of, new interim or final license fees for the period commencing upon the Effective Date.

5.3. Reporting

5.3.1. Reports. On a calendar quarterly basis during the Term, on or before forty-five (45) days following the end of each calendar quarter during the Term, Licensee shall submit to ASCAP a report detailing the information necessary for the calculation of Interim Fees for the applicable calendar quarter, including, for each applicable Live Concert Event: (a) the date presented; (b) the city, state, and name of the Premises; (c) the name(s) of the attraction(s) appearing; (d) Net Revenue, and (e) whether such event is a Benefit Concert Event and, if so, the name and address of the charitable cause(s) or institution(s) to which the proceeds were donated in the form attached as Exhibit B (each, a "Fee Report"). In addition, solely for Live Concert Events where ASCAP lacks access to such information through ASCAP Members or publicly available resources, and upon written request to Licensee, Licensee shall undertake commercially reasonable efforts to provide to ASCAP a report containing information associated with the performance of Musical Works at such Live Concert Events, including, to the extent available: (x) the date; (y) Premises name and address; and (z) the set list for each musical act and/or performer, including each Musical Work performed (each a "Music Use Report" and, together with the Fee Reports, the "Reports"). Except for the persistent, uncured failure to provide Music Use Reports as provided herein, the failure to provide complete information for all applicable Live Concert Events shall not, in and of itself, be deemed a breach of this Agreement.

5.3.2. Acceptance of Reports. Acceptance by ASCAP of any Interim Fee payments or any Fee Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any Fee Report. In addition, without limiting any of the provisions of Section 4.3.1, Licensee shall use commercially reasonable efforts to provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time and as is reasonably available to Licensee, such additional data, information and substantiating documentation, including any data, information and documentation that (a) is necessary to substantiate the Interim Fee amounts, including applicable deductions as set forth in Section 1.19 and/or whether an event qualifies as a Benefit Live Event or Free Concert Event; (b) ASCAP reasonably requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory; and/or (c) is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory on or through the Live Concert Events.

5.3.3. Miscellaneous. If Licensee fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.

5.4. Audit. With respect to each Live Concert Event licensed hereunder, for a period of three years following such event: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with its obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any Reports and any other information provided to ASCAP by Licensee. In the event any such audit shows an underpayment of the Fees for the period in question, Licensee shall (a) pay a finance charge on the additional Interim Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date(s) the additional Interim Fees were due and (b) if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit. ASCAP agrees that the books and records and any other material examined by it and its authorized representatives and/or third party designees shall remain confidential and ASCAP agrees that it will not, during the term of this Agreement or after termination of this Agreement, disclose any non-public information examined or learned during the examination.

Article 6. Interim License Period; Termination.

6.1. Interim License Period. This Agreement shall commence on the Effective Date and shall continue thereafter until agreement between ASCAP and Licensee as to, or court determination in a proceeding under Section IX of AFJ2 of, new interim or final license fees for the period commencing upon the Effective Date, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Interim License Period"). The 60-day negotiating period prescribed by Section IX of AFJ2 shall be extended through and including the end of the Interim License Period or such other date as may be mutually agreed by the Parties.

6.2. Termination as of Right. Either Party may terminate the interim license arrangement provided for by this Agreement on thirty (30) days' written notice to the other Party, following which, either party may apply to the court for determination of new interim and/or final license fees pursuant to Section IX of AFJ2.

6.3. Termination for Breach or Licensee's Cessation of the Exercise of Rights Under the License in this Agreement. If either Party materially breaches any material provisions of this Agreement, the other Party may (reserving cumulatively all other remedies and rights pursuant to this Agreement and in law and in equity) prospectively terminate the Agreement by providing at least thirty (30) days' notice to the breaching Party; provided, however, that such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period. In addition, Licensee shall have the right on written notice to ASCAP to prospectively terminate the Agreement if Licensee ceases to produce, promote and/or sponsor Live Concert Events for a continuous period of 60 days.

Article 7. Representations, Warranties and Covenants.

Licensee represents and warrants to ASCAP 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 Licensee 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. As between the Parties, Licensee shall be solely responsible for (y) obtaining any and all consents and licenses to the extent required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Live Concert Events in the Territory and (z) payment of all royalties, license fees, clearance costs and any other fees, costs and expenses to such third-party rights holders in connection with the same.

Article 8. Indemnification.

Licensee agree to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") by a third party (*i.e.* a party other than ASCAP) arising out of, based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) any failure or alleged failure of Licensee to obtain any consents and/or licenses required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Live Concert Events in the Territory. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

Article 9. Confidentiality.

8.1 Non-Disclosure. Except as otherwise expressly provided in Section 8.2, the Parties agree to regard and preserve as confidential (a) copies of this Agreement; (b) License Fee Reports, Live Concert Event Reports, and Music Use Reports, the information contained therein, and any additional information provided or exchanged in connection with Article 4; (d) all information related to the rights and obligations of each Party hereunder and (e) the economic and financial terms and conditions contained in or otherwise referenced in this Agreement (collectively, the "Confidential Information"). Subject to Section 8.2, each Party agrees to hold the Confidential Information in trust and confidence and shall not to disclose or otherwise make available such Confidential Information to any third party (excluding any Party's outside counsel and auditors and personnel of any Affiliate on a need-to-know basis for purposes directly related to the performance of the Party's obligations hereunder).

8.2 Exclusions. The Parties agree that information shall not be considered Confidential Information to the extent, but only to the extent, that such information (a) is publicly known at the time of the disclosure, (b) becomes publicly known other than by breach of the terms hereof, (c) becomes known to the receiving Party, without restriction, from a source free of any obligation of confidentiality and without breach hereof or (d) is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party. In addition, the Parties agree that, notwithstanding Section 8.1, nothing contained in this Agreement shall prevent or restrict any of the following disclosures:

8.2.1 Either Party may disclose the 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.

8.2.2 Either Party may disclose the existence of this Agreement, identify any Party to this Agreement and describe the general nature of the scope of the license and rights granted to Licensee.

8.2.3 Licensee may disclose the rate and fees owed by Licensee in connection with any Live Concert Event to third parties, including but not limited to performing artists and their agents and representatives, solely as required to account to such persons or entities in connection with the applicable Live Concert Event in the ordinary course of their dealings.

8.2.4 ASCAP may disclose any Music Use Report or the economic terms hereof, to (a) any ASCAP Member or third party for whom ASCAP, or an Affiliate of ASCAP, provides services in connection with the administration of public performance rights, (each an "ASCAP Administration Client") provided that only information specifically pertaining to such ASCAP Member or ASCAP Administration Client shall be provided, and only to the extent necessary for ASCAP to comply with its obligations to such ASCAP Member or ASCAP Administration Client, as applicable or (b) any prospective ASCAP Member or prospective ASCAP Administration Client, provided that such information is disclosed solely in aggregate form with information related to other services licensed by ASCAP and solely to the extent necessary to estimate the amounts payable to such persons if they were to become ASCAP Members or ASCAP Administration Clients, as applicable.

8.2.5 ASCAP may use information contained in any Music Use Report in connection with and in furtherance of (a) performing any of its obligations hereunder, (b) administering, calculating and/or distributing royalties or any

other payments in connection with the public performance of any Musical Work (or any part thereof) in the ASCAP Repertory and/or (c) ASCAP's internal business purposes.

8.2.6 ASCAP may disclose the material terms and conditions of this Agreement to any individual who is a member of ASCAP's board of directors, solely to the extent necessary to enable such individual to fulfill his or her duties as a member of ASCAP's board of directors.

8.3 Recipients. Each Party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other Party understands and has agreed to comply with the obligations in this Article 8.

Article 10. Notices.

All notices and other communications required or permitted pursuant to this Agreement shall be in writing and transmitted via email at <<Contact_Email>>, if to Licensee, to the applicable Party and at glcs@ascap.com , if to ASCAP, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 11. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. This Agreement shall be governed by the law of the State of New York and the Parties irrevocably submit to the jurisdiction of the state and federal courts of situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between Licensee and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		**Account Legal Entity: _____**	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

EXHIBIT A

Rate Schedule

FOR LIVE CONCERT EVENTS OTHER THAN FREE CONCERT EVENTS

Seating Capacity*	Percentage Applied to Net Revenue
0 -> 2,500	0.80%
2,501 -> 5,000	0.40%
5,001 -> 10,000	0.25%
10,001 -> 25,000	0.20%
More than 25,000	0.10%

- Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

FOR BENEFIT CONCERT EVENTS AND FREE CONCERT EVENTS

Seating Capacity*	Rate Per Event
0 -> 5,500	$12.00
5,501 -> 10,000	$66.00
10,001 -> 20,000	$137.00
20,001 -> 60,000	$232.00
More than 60,000	$452.00

MINIMUM ANNUAL FEE. The minimum annual fee payable hereunder shall be $319.00.

Per-Event Rates For Year 2027 and Thereafter

The per-event rates for Free Concert Events, and the minimum annual fee for each calendar year commencing 2027 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

EXHIBIT B

FEE REPORT FORM

Account Name: _____ **Account Number:** _____

I. REPORT PERIOD: _____
(Start date and end date of applicable calendar quarter)

II. INTERIM FEE CALCULATION AND LIVE CONCERT EVENT INFORMATION:

Date	Headlining Act	Support Act(s)	Venue	City, ST	Capacity	Gross Revenue	Benefit or Free Event (y/n)	Fee Amount*

* Enter amount based on Rate Schedule

III. CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of [LICENSEE]

By: _____

Name: _____
[Type or Print]

Title: _____

EXHIBIT C

STATE DISCLOSURE STATEMENT

CONCERT
CONCERTS AND RECITALS - FAMILY SHOWS

LICENSE AGREEMENT – FAMILY SHOWS

Agreement between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP") with offices at 2 Music Square West; Nashville, TN 37203,

and ("LICENSEE")

located at

as follows:

1. Grant and Term of License

(a) ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly as part of "Family Shows" 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." For purposes of this Agreement,

(i) A "Family Show" means a concert or stage show presented by LICENSEE that meets all of the following criteria:

(A) The show is presented at the same, single location (the "premises");
(B) No alcoholic beverages of any kind are served at the premises before, during or after the show;
(C) A minimum of one hundred (100) shows are given during each calendar year of the license;
(D) The premises has a maximum seating capacity of four thousand (4,000); and
(E) The same program is offered for extended periods. When programs change on a regular basis, such shows shall require an ASCAP Concert License Agreement.

(ii) "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 during the term of this Agreement, and of which ASCAP has the right to license non-dramatic public performances.

(iii) "All-Branson Group" means thirty (30) or more ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The All-Branson Group shall include ASCAP Family Show Operator Licensees that are located outside of Branson, Missouri, provided that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Licensee that is located in Branson, Missouri.

(iv) "Branson Shows Group" means ten (10) or more ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The Branson Shows Group shall include Family Show Operator Licensees that are located outside of Branson, Missouri, provided that that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Operator Licensee that is located in Branson, Missouri.

(v) "Gross Revenue" means all monies received by each LICENSEE or on LICENSEE's behalf from the sale of tickets for each Family Show. Gross Revenue shall not include per ticket sales, amusement and entertainment taxes; commissions and fees paid to automated ticket distributors, such as "Ticketmaster," ticket brokers or tour bus operators.

(b) This license shall be for an initial term commencing frmLCDate and continuing thereafter for additional terms of one year each, provided, however, that either ASCAP or LICENSEE may terminate this license as of the end of the initial or any additional term by giving the other thirty (30) days' written notice.

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 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 limited to LICENSEE and to the premises where each Family Show is presented, and does not authorize any performances other than those given at the premises as part of licensed Family Shows presented by or under the auspices of LICENSEE.

(c) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, webcasting or on-line service, or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises where each Family Show shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances, or any performance of a "dramatico-musical work" in its entirety, or a concert version of a "dramatico-musical work." For purposes of this Agreement, a dramatic performance shall mean a performance of a musical composition in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action, including, but not limited to, any "dramatico-musical work, in whole or in part, or the performance of any composition from any "dramatico-musical work" in a manner that recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such "dramatico-musical work" (whether or not such "dramatico-musical work" was presented on the stage or in motion picture form). The use of dialogue to establish a theme or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic. The term "dramatico-musical work" includes, but is not limited to, an opera, operetta, musical comedy, play with music, revue, ballet or like production.

(e) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies that have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory, if so directed by the member(s) in interest.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition, provided, however, that ASCAP shall provide LICENSEE with written notice prior to excepting any particular composition from the license grant pursuant to this Section.

(g) 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.

(h) This license shall not extend to any performance presented or promoted by LICENSEE at any premises that occurred prior to the effective date of this license.

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee for each Family Show as follows:

(i) If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the All-Branson Group, then the license fee for each show shall be .55% of Gross Revenue.

(ii) If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the Branson Shows Group, then the license fee for each show shall be .575% of Gross Revenue.

(iii) If LICENSEE submits its reports and payments individually, then the license fee shall be .65% of Gross Revenue.

(b) If LICENSEE's report and payment are submitted as part of the All-Branson Group or the Branson Shows Group and such group fails to collect and submit reports for the minimum required number of theatres, or if such group fails to submit reports and payment by the due date for a reporting period, then LICENSEE shall pay license fees for such period as set forth in paragraph 3(a)(iii) above.

(c) LICENSEE shall pay a late payment fee of 1.5% per month from the date due or the maximum amount permitted by law, whichever is less, on any required payment or report that is not made or submitted within thirty (30) days of its due date. LICENSEE shall pay ASCAP a $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Reports and Payments

(a) LICENSEE shall furnish reports and payments to ASCAP upon the execution of this Agreement and within thirty (30) days after the end of each calendar quarter. LICENSEE may submit such reports and payments to ASCAP individually, as part of the All-Branson Group, or as part of the Branson Shows Group.

(ii) The reports shall include for each Family Show presented by LICENSEE:

(A) the name of the Family Show;
(B) the date(s) presented;
(C) the name, location and seating capacity of the venue where presented;
(D) the "Family Show's Gross Revenue"; and
(E) the license fee due for each Family Show presented by LICENSEE in that quarter.

(ii) Contemporaneously with the payment to ASCAP of license fees due from LICENSEE, LICENSEE shall furnish to ASCAP a program or a list of all musical works, including encores, performed during each Family Show licensed hereunder. The list shall contain, in addition to the dates and venues of the Family Shows, to the extent available, the name or title of the work and the identity of a writer or publisher of a work, or the name of an artist or performer, if any, associated with the work.

(iii) If LICENSEE owns or operates a family show theatre at which other Family Shows are presented by third parties, then, thirty (30) days in advance of such presentations, LICENSEE shall provide ASCAP the name of the show and the name, address and telephone number of the legal entity presenting such show(s).

(b) License fees shall be payable at the time each report is submitted.

5. Right To Verify Reports

(a) Upon thirty (30) days' written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made to ASCAP pursuant to this Agreement. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential, and such data and information shall only be disclosed to such employees and representatives of ASCAP as require access to such data and information for purposes of completing the audit and servicing LICENSEE's account. No third parties will be given access to such data and information without prior written approval of LICENSEE, or prior notice given to LICENSEE in the event such disclosure is required by court order or other process.

(b) 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.

(c) If any such 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 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows that the license fees from 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 1.5% 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 forty-five (45) days of receipt of written notification from ASCAP of underpayment.

6. Breach or Default

Upon LICENSEE's breach or default of any payment, accounting or substantive reporting obligations required under the terms of this Agreement, ASCAP may give LICENSEE thirty (30) days' notice in writing to cure such breach or default, and in the event that such breach or default has not been cured within thirty (30) days of said notice, ASCAP may then terminate this license.

7. 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 or any LICENSEE is located or in which LICENSEE present Family Shows that 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.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by Certified United States Mail, return receipt requested or by generally recognized same-day or overnight delivery service or facsimile or other electronic transmission, provided that a copy is also sent by first class mail, return receipt requested. Each party agrees to notify the other of any change of address.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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.)

FAMILY SHOWS RATE & REPORT FORM

Licensee Name: _____ Theatre Name: _____Account No.:_____

Report for the Quarterly Period: ____/____to ____/___ Date Completed:_____

Report Completed By:_____ Title:_____

Telephone #:_____Fax #:_____Email Address:_____

EVENT DATE(S) (Mo/Day/ Year)	SHOW NAME	VENUE (if different than above)	(A) GROSS REVENUE*	(B) RATE .65% **	(C) EVENT FEE (A) X (B) =(C)	ATTACH Program or Song List

TOTAL FEES DUE $_____

* **"Gross Revenue"** means all monies received by each LICENSEE or on each LICENSEE's behalf from the sale of tickets for each Family Show. Gross Revenue shall not include per ticket sales, amusement and entertainment taxes; commissions and fees paid to automated ticket distributors, such as "Ticketmaster," ticket brokers or tour bus operators.

****** When reporting as part of a group, please review the terms and conditions below to determine the appropriate rate (insert rate in Column B above).

Individually. If LICENSEE submits its reports and payments individually, then, the license fee shall be .65% of Gross Revenue.

"All-Branson Group". If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the All-Branson Group, then the license fee for each show shall be **.55%** of Gross Revenue. "All-Branson Group" means **thirty (30)** or more ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The All-Branson Group shall include ASCAP Family Show Operator Licensees that are located outside of Branson, Missouri, provided that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Licensee that is located in Branson, Missouri.

"Branson Shows Group." If LICENSEE's reports and payments are submitted as part of a quarterly report package submitted by the Branson Shows Group, then the license fee for each show shall be **.575%** of Gross Revenue. "Branson Shows Group" means **ten (10) or more** ASCAP Family Show Operator Licensees that compile and submit reports and payments to ASCAP in a single package in a timely manner. The Branson Shows Group shall include Family Show Operator Licensees that are located outside of Branson, Missouri, provided that that the shows presented by such licensees are co-owned or co-branded under a license or similar arrangement with an ASCAP Family Show Operator Licensee that is located in Branson, Missouri.

If LICENSEE's report and payment are submitted as part of the All-Branson Group or the Branson Shows Group and such group fails to collect and submit reports for the minimum required number of licensees, or if such group fails to submit reports and payment by the due date for a reporting period, then LICENSEE shall pay license fees for such period based upon the rates for individual reporting and payment.

ASCAP WILL NOT ACCEPT REPORTS AND PAYMENTS AT THE GROUP RATES WHEN DIRECTLY SUBMITTED TO ASCAP BY AN INDIVIDUAL LICENSEE, NOR WILL SUCH REPORTS BE DEEMED A PART OF THE GROUP REPORT UNLESS RECEIVED ON TIME AND AS PART OF THE GROUP REPORT.

Please return the completed form and payment to: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Concert - Festival

GENERAL LICENSE AGREEMENT – Music-Centric Festival/Event License

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York, with offices at 250 West 57th Street, New York, NY 10107, and _____ ("Licensee"), a _____ organized under the laws of the State/Commonwealth of «ACCOUNT_BILLINGSTATE» with an address of _____ (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, "Affiliate" shall not be deemed to include, with respect to Licensee, any entity described above that is, at any applicable time, separately licensed by ASCAP in connection with public performances at any concert, recital or other live musical performance produced, promoted and/or sponsored by such entity.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "ASCAP Terms of Use Agreement" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms, as may be updated or changed from time to time.

1.5. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.6. "Benefit Music Event" means a Music-Centric Festival/Event which is not exempt from copyright liability under Section 110(4) of the U.S. Copyright Law, and which is held for the sole purpose of raising money for a specific, bona fide, third-party non-profit charitable cause or institution (*i.e.*, a charitable cause or institution not otherwise affiliated or associated with Licensee or any of its Affiliates), to which all the proceeds from an applicable Music-Centric Festival/Event, after the deduction solely of reasonable and ordinary production costs, are donated.

1.7. "Benefit Music Event Fee" shall mean the Benefit Music Event fee set forth on the applicable Rate Schedule.

1.8. "Contract Year" means a twelve-month period during the Term measured from the Effective Date or any anniversary thereof (*i.e.*, the Initial Term or any Renewal Term).

1.9. "Co-Owned Works" means a Musical Work for which each of ASCAP, on the one hand, and any third-party rights holder, on the other hand, controls, has been vested and/or assigned the right to license the non-dramatic public performances for such Musical Work.

1.10. "Entertainment Expense" means any and all direct or indirect expenditures paid by Licensee for all music which is performed at the Premises by musicians, singers or other performers, including disc jockeys, video jockeys, karaoke hosts, including but not limited to (a) such payments made to any musicians, singers or other performers, disc jockey, video jockey or karaoke host, in connection with Licensee's activities at the Premises, (b) salaries or wages for performers of live music and disc, karaoke or video jockeys, (c) the value of any accommodation or services which are made available to any entity or person rendering or presenting live musical performance activities as part of the consideration for such entertainment services, (d) direct cost of instrument, amplification and/or other similar performance-related equipment rental or purchase utilized by any music musicians, singers or other performers, including disc jockeys, video jockeys, karaoke hosts, and (e) payments to booking agents, outside production companies or payments to other parties who provide such services relating to any live musical performance.

1.11. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.12. "Free Music Event" means a Music-Centric Festival/Event for which one or more select categories or tiers of attendees (*e.g.*, general admission) are admitted without payment or consideration of any kind.

1.13. "Gross Revenue" means, for any applicable period of time, all amounts received by or on behalf of Licensee or an Affiliate of a Licensee from the sale or license of Tickets.

1.14. "License Fee Report" has the meaning ascribed in Section 4.5.1.

1.15. "Licensee Indemnitee" has the meaning ascribed in Section 7.1(a).

1.16. "Minimum Fee" shall mean the minimum fee set forth on the applicable Rate Schedule.

1.17. "Music-Centric Festival/Event(s)" means any musical event(s) that (a) either (i) is held during a single day and includes more than one stage or (ii) is held over multiple days with a different performer lineup each day; provided, however, that any such musical event is no longer than fourteen days; provided, further, however, that attendees of such multi-day musical event are given an option to purchase a single Ticket to attend all days of the event (regardless of whether daily passes can be purchased). For the avoidance of doubt, the definition of Music-Centric Festival/Event(s) in this agreement (y) extends to those periods during an applicable event occurring prior to or after, or during pauses of, live music performances, but (z) does not extend to concert series or like performances.

1.18. "Music Use Report" has the meaning ascribed in Section 4.5.1.

1.19. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.20. "Net Revenue" shall mean, for any applicable period of time, Gross Revenue for any Music-Centric Festival/Event occurring during the Term solely less with respect to such Music-Centric Festival/Event (a) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third-party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; and (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated in the show contract as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to a Music-Centric Festival/Event.

1.21. "Premises" means the physical location at which an applicable Music-Centric Festival/Event is held.

1.22. "Rate Schedule" means the schedule attached hereto as Exhibit A setting forth applicable rates necessary for the calculation of Fees which shall be updated and amended on or before the commencement of each calendar year during the Term (and which shall upon such update replace the then-current Exhibit A).

1.23. "State Disclosure Statement" has the meaning ascribed in Section 2.6.

1.24. "Terms of Use" means the ASCAP Terms of Use Agreement and/or any other terms and conditions, rules, regulations, policies, guidelines that ASCAP may adopt, promulgate or modify from time to time relating to the ASCAP Website.

1.25. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.26. "Tickets" means any media, whether physical or digital including but not limited to, physical tickets, passes, badges, bracelets and digital tokens, codes and identifiers, that are sold, licensed or otherwise made available by or on behalf of Licensee or one of its Affiliates as evidence of a grant of rights to the admission, entry or attendance of or to a Music-Centric Festival/Event.

1.27. "Third-Party PRO" has the meaning ascribed in Section 4.4.

1.28. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee and its Affiliates a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely during Music-Centric Festival/Events located in Territory (which includes the right to authorize any applicable performing artist and any person acting on behalf of any applicable performing artist to make non-dramatic public performances of the ASCAP Repertory without the need for additional non-dramatic public performance license from ASCAP or any person or entity represented by ASCAP (or any part thereof) in connection with Music-Centric Festival/Events), including public performances by way of recorded music that is broadcast solely within an applicable Premises immediately preceding, following, or during pauses of an applicable live music performance.

2.2. Limitations on Licensee's Rights. Nothing in this Agreement shall be construed to grant to Licensee or its Affiliates the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of an applicable Premises by broadcast, transmission or any other distribution means, method or technology, including by wire, cable, other electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services, whether or not such means, method or technology are owned, operated, distributed, maintained and/or managed by or on behalf of Licensee, without the prior written consent of, or valid license from, ASCAP in each instance.

2.3. License Limited to Non-Dramatic Performances. The license granted herein is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, any other music-related rights, including the right to reproduce, copy, or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement or any sound recording embodying any such Musical Works.

2.4. Orchestral, Concert Band, or Glee Club Arrangements. Nothing in this Agreement shall be construed to grant to Licensee the right to perform any special orchestral, concert band, or glee club arrangements or transcriptions of any Musical Work in the ASCAP Repertory, unless such arrangements or transcriptions arrangements are likewise in the ASCAP Repertory.

2.5. Reservation of Rights. Except for the limited rights and licenses granted to Licensee and its Affiliates pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.6. State Disclosure Statutes and Related Information. Exhibit C hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as otherwise expressly provided in Section 2.1 or in a separate agreement, in no event shall Licensee or any of its Affiliates sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein, or otherwise license to any third party the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee and its Affiliates any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement beyond the applicable Premises of a performance licensed hereunder, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. Restriction of Works. ASCAP reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any Musical Work in the ASCAP Repertory (a) in the event ASCAP receives notice from an ASCAP Member or FPRO (or member thereof) who holds an interest in such Musical Work objecting to the use of such Musical Work as part of any Music-Centric Festival/Event in order to protect the Musical Work against indiscriminate performances or the value of public performance rights therein, or (b) as may be reasonably necessary in connection with any claim or litigation involving the

performing rights in such Musical Work. Such restriction and exclusion shall not be effective until ASCAP provides Notice to Licensee in the manner provided in Section 8.

Article 4. Fees and Payment.

4.1. Fees. In consideration of the rights granted in this Agreement and subject to, and in accordance with, the terms and conditions of this Agreement, Licensee agrees to pay ASCAP a license fee as follows (the "Fees"):

(a) For any Music-Centric Festival/Event (other than a Benefit Music Event) for which any admission, entry or attendance is conditioned upon possession of a Ticket, an amount equal to 0.4% of Net Revenue;

(b) for any Free Music Event (other than a Benefit Music Event), an amount equal to 2% of the Entertainment Expense; and

(c) for any number of Benefit Music Events, the Benefit Music Event Fee then in effect at the beginning of the applicable Contract Year.

Notwithstanding the foregoing, regardless of the number of Music-Centric Festival/Events in the applicable Contract Year, if any, Licensee shall pay Fees for such Contract Year in an amount no less than the Minimum Fee in effect at the beginning of such Contract Year.

Licensee acknowledges that the Benefit Music Event Fee and Minimum Fee for each calendar year shall be the Benefit Music Event Fee and Minimum Fee, respectively, for the immediately 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 shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year prior to the commencement of such calendar year.

4.2. Payment. Licensee shall remit to ASCAP any and all Fees due and payable to ASCAP hereunder within forty-five (45) days after the final day of the Music-Centric Festival/Event (except with respect to Benefit Music Events, the Fees for which are due and payable after the final day of the first Benefit Music Event held during the applicable Contract Year); provided, however, that the Minimum Fee, if applicable, shall be payable within forty-five (45) days of the end of the applicable Contract Year.

4.3. Late Fee. ASCAP shall be entitled to charge and receive from Licensee a late payment charge for all amounts not paid when due, equal to one and one-half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

4.4. Fee Acknowledgement. Each Party acknowledges and agrees that the Fees set forth herein are final and shall not be reduced, adjusted, amended or modified during the Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion) or as otherwise permitted pursuant to this Agreement. The Parties further acknowledge and agree that the Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and/or rights holders whose copyright interests are licensed, directly or indirectly, through any FPRO, specifically excluding the value of any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any value associated with rights or interests controlled by, vested in and/or assigned to Broadcast Music, Inc., SESAC Inc. and Global Music Rights (each a "Third-Party PRO") and/or any other third-party rights holders. Licensee, on behalf of itself and its Affiliates, agrees that neither ASCAP nor any ASCAP Member nor any FPRO shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third-Party PRO for the rights granted hereunder except to the extent such ASCAP Member is required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation.

4.5. Reporting.

4.5.1. General. Within forty-five (45) days of the final day of each Music-Centric Festival/Event, Licensee shall submit to ASCAP a report detailing the following information with respect to the applicable Music-Centric Festival/Event: (a) the date(s); (b) the name of the individual or entity that produced, promoted and/or sponsored such event (if not Licensee); (c) the name of the Premises, and the city and state in which the Music-Centric Festival/Event occurred; (d) the name(s) of the appearing musical act(s) and/or performers; (e) Net Revenue; (f) for any Benefit Music Events, the name and address of the charitable cause(s) or institution(s) to which the proceeds were donated; and (g) the information necessary for the calculation of Fees for the Music-Centric Festival/Event, in the form attached as Exhibit B (each, a "License Fee Report"). In addition, upon ASCAP's reasonable request, Licensee shall provide (solely to the extent available) to ASCAP a report containing information associated with the performance of Musical Works at the identified Music-Centric Festival/Events,

including: (y) the program or a complete musical act and/or performer list, and (z) the set list for each musical act and/or performer, including each Musical Work performed (each a "Music Use Report").

4.5.2. Acceptance of Reports. Acceptance by ASCAP of any Fee payments or any License Fee Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any License Fee Report. In addition, without limiting any of the provisions of Section 4.5.1, Licensee shall use commercially reasonable efforts to provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time, including without limitation requesting that Licensee provide to ASCAP such additional data, information and substantiating documentation, including any data, information and documentation that (a) is necessary to substantiate the Fee amounts, including applicable deductions as set forth in Section 1.20 and/or whether an event qualifies as a Benefit Music Event; (b) ASCAP reasonably requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory; and/or (c) is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory regarding the Music-Centric Festival/Event.

4.5.3. Services Made Available Via the ASCAP Website. ASCAP may provide Licensee with the ability to access certain services relating to this Agreement on the ASCAP Website via Licensee's User Account (e.g., payment of Fees, notice relating to any changes relating to Licensee). Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP website and Licensee's User Account are subject to this Article 4.

4.5.4. Miscellaneous. If Licensee fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.

4.5.5. Reporting Disputes. In the event ASCAP disputes any information included on a License Fee Report or Music Use Report, ASCAP shall notify Licensee and provide information to support the basis of such dispute. Licensee shall then promptly address and in good faith attempt to resolve such dispute and shall respond to ASCAP within fourteen (14) days. If ASCAP and Licensee are not able to thereafter resolve such dispute within thirty (30) days, then ASCAP and Licensee shall resolve the dispute through arbitration in accordance with Article 9; provided, however, that if Licensee refuses to avail itself to such arbitration, ASCAP may immediately terminate the Agreement. In the event, after the resolution of such dispute, additional Fees are owed to ASCAP, Licensee shall promptly pay to ASCAP, any additional Fees. Except as expressly provided herein, nothing in this Section 4.5.5 shall limit or be deemed a waiver of any of the rights and obligations either Party may have under the Agreement including, without limitation, the obligations set forth in Sections 4.1 and Section 4.2.

4.6. Audit. With respect to each Music-Centric Festival/Event licensed hereunder, for a period of three years following such event: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with their obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee or any of its Affiliates to verify any License Fee Report and any other information provided to ASCAP by Licensee or any of its Affiliates. In the event any such audit shows an underpayment of the Fees for the period in question, Licensee shall (y) pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date(s) the additional Fees were due and (z) if the underpayment is five percent (5%) or more of the total amount due for the period in question, then the Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit. ASCAP agrees that the books and records and any other material examined by it and its authorized representatives and/or third party designees shall remain confidential and ASCAP agrees that it will not, during the term of this Agreement or after termination of this Agreement, disclose any non-public information examined or learned during the examination.

Article 5. Term and Termination.

5.1. Term. This License Agreement shall commence on the Effective Date and shall continue through and including the day preceding the first anniversary of the Effective Date (the "Initial Term"). Thereafter, this License Agreement shall automatically renew for additional, successive one-year periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

5.2. Termination for Breach. In the event of any material breach or default by Licensee, on the one hand, or ASCAP, on the other hand, of the terms of this Agreement, the non-breaching party may (reserving cumulatively all other remedies and rights pursuant to this Agreement and in law and in equity) notify the breaching party of such default and if such breach or default remains uncured thirty (30) days following such notice, the non-breaching party may, in its sole discretion, immediately terminate this Agreement.

5.3. Termination for Interference in ASCAP's Operations. ASCAP may terminate this Agreement, effective upon thirty (30) days' notice to Licensee, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or their respective operations are located which is applicable to the licensing of performing rights.

5.4. Effect of Termination. Upon any termination or expiration of this Agreement in its entirety for any reason, all rights and licenses granted by ASCAP herein shall immediately terminate as to Licensee.

Article 6. Representations and Warranties.

6.1 Mutual. Each Party represents and warrants 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.

6.2 Additional Representations, Warranties and Covenants by Licensee. As between the Parties, Licensee shall be solely responsible for (a) obtaining any and all consents and licenses to the extent required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Music-Centric Festival/Events in the Territory and (b) payment of all royalties, license fees, clearance costs and any other fees, costs and expenses to such third-party rights holders in connection with the same.

Article 7. Indemnification; Limitation of Liability.

7.1. ASCAP Indemnification.

(a) ASCAP agrees to defend and handle at its own cost and expense any claim, demand or action against Licensee and/or its respective officers, directors, employees, representatives, and agents (each an "Licensee Indemnitee") based upon or in connection with any claim, demand or action by a third party arising out of any breach of ASCAP's representations and warranties contained in this Agreement. ASCAP agrees to indemnify and hold the Licensee Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable, outside attorneys' fees) associated with any such claim, demand or action.

(b) ASCAP shall have the right to conduct the defense of any claims, demands or actions for which it is obligated to indemnify Licensee Indemnitees pursuant to Section 7.1(a) and all negotiations for the settlement or compromise of such claims, demands or actions; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim, demand or action and (ii) each Licensee Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim, demand or action in order to protect its own interests.

7.2. Licensee Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") by a third party (*i.e.* a party other than ASCAP) arising out of, based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) any failure or alleged failure of Licensee to obtain any consents and/or licenses required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Music-Centric Festival/Events in the Territory. 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 Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnitee 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.

7.3. Limitation of Liability. EXCEPT FOR (a) ASCAP'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.1(a), AND/OR (b) CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL

DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this Agreement shall be in writing and delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that notice by email shall be acceptable provided that copies of the communication are also sent via one of the above means; provided, further, however, that any non-substantive notice may be made by e-mail. All notices shall be deemed given on the date personally delivered or when received as specified.

If to ASCAP:

ASCAP
Attention: Stephanie Ruyle
Executive Vice President, Licensing
2 Music Square West
Nashville, TN 37203
Phone: (212) 621-6038
Email: sruyle@ascap.com

Copy to:
ASCAP
Attention: Clara Kim, Esq.
Executive Vice President and General Counsel
250 West 57th Street
New York, NY 10107
Phone: (212) 621-6410
Email: legalnotices@ascap.com

If to Licensee:

_____
_____
_____
_____
_____
Phone: _____
Email: _____

Article 9. Arbitration

Any dispute arising out of or related to this Agreement, including between ASCAP and Licensee (or any of its affiliates), shall be subject to final binding arbitration between such parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each party to the arbitration shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the parties to the arbitration. Any award or decision in arbitration shall be final and binding upon the parties to the arbitration and shall be enforceable by judgment of any court of competent jurisdiction. The parties to the arbitration further agree to the exclusive jurisdiction of the state and federal courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such party. Neither the parties to the arbitration nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

Article 10. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. This Agreement shall be governed by the law of the State of New York and the Parties irrevocably submit to the jurisdiction of the state and federal courts of situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between you and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Section 2.5, Article 4 (but only with respect to Music-Centric Festival/Events held during the Term), Article 7, Article 8, Article 9, and this Article 10 shall survive the cancellation, expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		**LICENSEE:** _____	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

EXHIBIT A

2026 RATE SCHEDULE

TICKETED MUSIC-CENTRIC FESTIVAL/EVENT RATE: 0.4% of Net Revenue

FREE MUSIC EVENT RATE: 2% of the Entertainment Expense

2026 BENEFIT MUSIC EVENT FEE*: $319.00

2026 MINIMUM FEE: $319.00

The Benefit Music Event Fee and Minimum Fee for 2026 shall be the Benefit Music Event Fee and Minimum Fee set forth herein 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

*The 2026 Benefit Music Event Fee is not a per-event fee, but a single fee payable with respect to all Benefit Events held during the current Contract Year.

EXHIBIT B -LICENSE FEE REPORT

Music Festivals / Events

Festival/Event Date(s) (mm/dd/yy)	Act(s) / Performers	Venue	City	State	Net Ticket Revenue (A) (For All Events, Including Benefit Events)	Entertainment Expense (B)	Event Fee (A) x 0.4%* (B) x 2.0%** (Benefit Events, N/A)	Benefiting Non-Profit (Benefit Events Only)	Benefiting Non-Profit 501 (c) (3) Tax ID # (Benefit Events Only)

*0.40% (0.0040)
**2.0% (0.02)

***Total Fee $

For Ticketed events, please enter Net Revenue (A).
For Free Music Events, please enter Entertainment Expense (B).
For events where General Admission is free and tickets are sold (ex: VIP), please enter both (A) and (B).
***For Benefit Events, regardless of event frequency, please enter the Benefit Music Event Fee.

A "Net Revenue" shall mean, for any applicable period of time, Gross Revenue for any Music-Centric Festival/Event occurring during the Term solely less with respect to such Music-Centric Festival/Event (a) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third-party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; and (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated in the show contract as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to a Music-Centric Festival/Event.

B "Entertainment Expense" means any and all direct or indirect expenditures paid by Licensee for all music which is performed at the Premises by musicians, singers or other performers, including disc jockeys, video jockeys, karaoke hosts, including but not limited to (a) such payments made to any musicians, singers or other performers, disc jockey, video jockey or karaoke host, in connection with Licensee's activities at the Premises, (b) salaries or wages for performers of live music and disc, karaoke or video jockeys, (c) the value of any accommodation or services which are made available to any entity or person rendering or presenting live musical performance activities as part of the consideration for such entertainment services, (d) direct cost of instrument, amplification and/or other similar performance-related equipment rental or purchase utilized by any music musicians, singers or other performers, including disc jockeys, video jockeys, karaoke hosts, and (e) payments to booking agents, outside production companies or payments to other parties who provide such services relating to any live musical performance.

EXHIBIT C

STATE DISCLOSURE STATEMENT

CONCERT
CONCERTS AND RECITALS - PER CONCERT

CONCERTS AND RECITALS-PER CONCERT LICENSE AGREEMENT

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

2 Music Square West
Nashville, TN 37203

by

("LICENSEE"), located at

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 at concerts or recitals ("concerts") in the United States 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." For purposes of this Agreement, "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.

(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.

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 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 where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which all the information required under Paragraph 3. of this Agreement has not been provided.

(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 where each concert shall be 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 the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) 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.

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

3. License Fees, Reports & Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee based on the Rate Schedule, attached to and made a part of this Agreement, for each concert at which non-dramatic performance of any work in the ASCAP repertory occurs.

(b) Fifteen 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 whether a concert was presented during the previous calendar quarter. For each concert during the previous quarter, the report shall state:

(i) the date presented;
(ii) the name of the attraction(s) appearing;
(iii) the name, location and seating capacity of the venue where the concert was presented. (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance.);
(iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed $5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
(v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause.

(c) The minimum annual fee and additional license fees due for each concert reported under this Paragraph 3. shall be payable within thirty days of invoicing by ASCAP.

(d) If LICENSEE presents, sponsors or promotes a concert with another person or entity licensed under ASCAP's Concert & Recital License Agreement, LICENSEE'S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(e) If LICENSEE fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar,* or based upon fees payable in prior years.

(f) At the time LICENSEE submits the quarterly reports due under Paragraph 3.(a) above, LICENSEE shall submit to ASCAP a program containing a list of all musical works, including encores, performed at each concert presented. If LICENSEE presents any concert during which any work in the ASCAP repertory is performed, or if a complete program or the information required by Paragraph 3.(a) above is not submitted, license fees shall be payable for that event.

(g) 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 $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. 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.

5. Right To Verify Reports

(a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE's request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. 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. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP's right to audit for the full three calendar years preceding the year in which notification was given.

(c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.

6. Additional Termination Provisions

(a) 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 is located or in which LICENSEE presents concerts 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.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Per Concert and Recital Licenses at the same time.

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 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.)

EXHIBIT A

Rate Schedule

FOR LIVE CONCERT EVENTS OTHER THAN FREE CONCERT EVENTS

Seating Capacity*	Percentage Applied to Net Revenue
0 -> 2,500	1.20%
2,501 -> 5,000	0.60%
5,001 -> 10,000	0.38%
10,001 -> 25,000	0.30%
More than 25,000	0.15%

- Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

FOR BENEFIT CONCERT EVENTS AND FREE CONCERT EVENTS

Seating Capacity*	Rate Per Event
0 -> 5,500	$24.00
5,501 -> 10,000	$99.00
10,001 -> 20,000	$207.00
20,001 -> 60,000	$341.00
More than 60,000	$681.00

MINIMUM ANNUAL FEE. The minimum annual fee payable hereunder shall be $46.00.

Per-Event Rates For Year 2027 and Thereafter

The per-event rates for Free Concert Events, and the minimum annual fee for each calendar year commencing 2027 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

CONVENTIONS, EXPOSITIONS, INDUSTRIAL SHOWS, MEETINGS & TRADE SHOWS

Less than 10 Events Per Year

LICENSE AGREEMENT - Conventions, Expositions, Industrial Shows, Meetings and Trade Shows

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West, Nashville, TN 37203 and

---

("LICENSEE"), located at

Tel: _____ Fax: _____ Email: _____
as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term commencing _____, and continuing thereafter for additional terms of one (1) year each unless terminated by either party as provided in this Agreement, a license to perform publicly or cause to be performed publicly, in the United States, its territories and possessions, at "functions" (as defined below) presented in conjunction with each LICENSEE "event" (as defined below) and via LICENSEE's "event website" (as defined below) and not elsewhere or otherwise, 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) 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 under this Agreement 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 (30) days prior to the end of the initial term or any renewal term, give written notice of termination to the other. If such notice is given, the license shall terminate on the last day of such initial or renewal term.

(d) (i) The term "event" as used in this Agreement shall mean a conference, congress, convention, exposition, industrial show, institute, meeting, seminar, teleconference, trade show or other similarly scheduled activity of LICENSEE of not more than fourteen (14) days duration.

(ii) The term "function" as used in this Agreement shall mean any activity conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with any LICENSEE event which is open only to attendees.

(iii) The term "attendees," as used in this Agreement, shall mean all individuals who attend a LICENSEE event.

(iv) The term "premises" as used in this Agreement, shall mean all locations used for functions at LICENSEE's events.

(v) The term "event website" as used in the Agreement, shall mean a website or Internet application operated by LICENSEE or its agent through which attendees may attend virtually, whether live or on a delayed or archived basis, any LICENSEE event.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law, devolution or otherwise, except as provided in Paragraph 1(b), and is limited strictly to the LICENSEE, LICENSEE's event(s), LICENSEE's event website, and to the premises where each function shall be presented.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or by wireless means or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises where each function shall be presented. Nothing in this Paragraph 2(b) shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in SOCIETY's repertory to attendees in connection with teleconferences pursuant to Paragraph 1(d)(i) of this Agreement or in connection with transmissions through LICENSEE's event website.

(c) This license shall be limited to performances of music during functions conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with LICENSEE's events which are open only to attendees.

(d) This license does not authorize performances of music on LICENSEE's event website other than performances made in direct connection with LICENSEE's events.

(e) This license does not authorize performances made at LICENSEE's events that are open only to LICENSEE's employees and their personal guests.

(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" in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work" 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; and

(iv) performance of a concert version of a "dramatico-musical work."

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.

(g) SOCIETY reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any musical composition in the repertory of SOCIETY (i) in the event SOCIETY receives notice from a SOCIETY member or foreign performing rights organization (or member thereof) who holds an interest in such musical composition objecting to the use of such musical composition by LICENSEE as part of an event or function in order to protect the musical composition against indiscriminate performances or the value of public performance rights therein, or (ii) as may be reasonably necessary in connection with any claim or litigation involving the performing rights in such musical composition.

3. License Fees

In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fees as set forth in the rate schedule attached to and made a part of this Agreement.

4. Reports and Payment of License Fees

(a) Upon the execution of this Agreement, LICENSEE shall submit to SOCIETY:

(i) a report showing all the information necessary to estimate LICENSEE's annual license fee for the first year of this Agreement; and

(ii) payment of the applicable license fee for the first year of this Agreement.

(b) For each subsequent license year during the term of this Agreement, LICENSEE shall submit to ASCAP on or before the anniversary date of the Agreement:

(i) a report showing all the information necessary to determine LICENSEE's annual license fee for the preceding license year. If the report shows additional license fees due for the previous license year, the payment shall be due within thirty (30) days of the date of an invoice from ASCAP. If the report shows an overpayment of license fees for the previous license year, LICENSEE shall receive a credit in that amount, applicable to its next payment(s) of license fees. ASCAP shall provide to LICENSEE report forms free of charge; and

(ii) payment of the applicable license fee for that license year, as estimated, based on the annual license fee for the previous license year, and subject to subsequent adjustment as provided by subparagraph 4(b)(i).

(c) SOCIETY 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 reports or fees rendered pursuant to this Agreement.

(d) SOCIETY shall consider all data and information coming to its attention as the result of LICENSEE's submission of reports or as the result of any examination of LICENSEE's books and records hereunder as completely and entirely confidential.

(e) In the event LICENSEE shall fail to pay any license fees when due to SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees,

LICENSEE shall pay to SOCIETY the full amount of such tax.

5. 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 (30) days written 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 (30) day period without further notice from SOCIETY.

6. Interference with 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 the 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 thirty (30) days written notice, and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All 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 SOCIETY shall be sent to the attention of VP of General Licensing as follows: (a) if by U.S. Mail, to the SOCIETY address set out above; (b) if by facsimile, to 615-691-7795; and (c) if by electronic mail, to glcs@ascap.com. Notices to LICENSEE shall be sent to the mailing address, facsimile number or electronic mail address set out above. Each party agrees to inform the other of any change of address and/or contact information.

IN WITNESS WHEREOF, this Agreement has been duly executed by Society and LICENSEE, this ____ day of _____, 20__.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS	LICENSEE «ACCOUNT_LEGAL_ENTITY»
BY: _____	BY: _____
NAME:_____	NAME:_____
TITLE:_____	TITLE:_____

CONVENTIONS, EXPOSITIONS, INDUSTRIAL, SHOWS, MEETINGS AND TRADE SHOWS

2025 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Number of Attendees	Fee Per Event
Less than 1,500	$163.00
1,501 - 3,000	$574.00
3,001 - 5,000	$956.00
5,001 - 10,000	$1,774.00
10,001 - 20,000	$3,274.00
20,001 - 50,000	$6,549.00
50,001 - 100,000	$9,827.00
More than 100,000	$12,966.00

	Name of Event	Event Date	# of Attendees	Rate
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Total Annual Rate:_____

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2026 AND THEREAFTER

The annual license fee for each contract year commencing 2026 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

Contact Person: _____
(Please print Contact's Name) (Please print Contact's Title)

Phone Number: ☐☐☐-☐☐☐-☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐-☐☐☐-☐☐☐☐

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: ☐☐/☐☐/☐☐☐☐ Signature: _____

ASCAP Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CONVENTIONS, EXPOSITIONS, INDUSTRIAL SHOWS, MEETINGS & TRADE SHOWS

Ten or More Events Per Year

LICENSE AGREEMENT - CONVENTIONS, EXPOSITIONS, INDUSTRIAL SHOWS, MEETINGS AND TRADE SHOWS TEN OR MORE EVENTS PER YEAR

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 provided in this Agreement, a license to perform publicly or cause to be performed publicly, in the United States, its territories and possessions, at each LICENSEE "event" and at "functions" presented in conjunction with each LICENSEE "event" 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.

The term "event" as used in this Agreement shall mean a conference, congress, convention, exposition, industrial show, institute meeting, seminar, teleconference, trade show or other similar scheduled activity of LICENSEE of not more than fourteen days duration.

The term "function" as used in this Agreement shall mean any activity conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with any LICENSEE event which is open only to "attendees."

The term "attendees" as used in this Agreement shall mean all individuals who register or pay to attend a LICENSEE event.

(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 under this Agreement as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(c) Either party may, on or before ninety days prior to the end of the initial term or on or before thirty days prior to the end of any renewal term, give written notice of termination to the other. If such notice is given, the license 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, devolution or otherwise, except as provided in Paragraph "1(b)," and is limited strictly to the LICENSEE, to LICENSEE's event(s) and to the "premises" where each function shall be presented. The term "premises" as used in this Agreement, shall mean all locations used for functions at LICENSEE's events.

(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 where each function shall be presented. Nothing in this Paragraph, "2(b)", shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in SOCIETY's repertory to attendees in connection with teleconferences pursuant to Paragraph "1 (a)" of this Agreement.

(c) This license shall be limited to performances of music during events and functions conducted, sponsored, endorsed or approved by, or presented by or under the auspices of LICENSEE as part of or in conjunction with LICENSEE's events which are open only to attendees.

(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" in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work" 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."

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

In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fee for each event as set forth in the rate schedule attached to and made a part of this Agreement.

4. Reports of Events and Payment of License Fees

(a) No later than January 15 of each year, LICENSEE shall submit to SOCIETY:

(i) a list of LICENSEE's events for such year, showing the dates and location of each event, and the estimated number of attendees at each event; and

(ii) a list of LICENSEE's events for the preceding year, showing the dates and location of each event, and the actual number of attendees at each event.

(b) The license fees payable under this Agreement shall be paid as follows:

(i) estimated license fees for the current calendar year shall be paid in advance in three equal installments, each due no later than January 15, May 15 and September 15 of such year.

(ii) any additional fees, resulting from adjustments based on LICENSEE's list of the actual number of attendees at LICENSEE's events during the preceding year, shall be paid within ten days of the date on which LICENSEE receives SOCIETY'S billing of such additional fees, and any credit resulting from such information shall be credited toward the license fee payment next due.

(c) SOCIETY 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 regarding the number of attendees at LICENSEE's events.

(d) SOCIETY shall consider all data and information coming to its attention as the result of the submission of statements of LICENSEE regarding the number of attendees at LICENSEE's events or as the result of any examination of LICENSEE's books and records hereunder as completely and entirely confidential.

(e) In the event LICENSEE shall fail to pay any license fees when due to SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

5. 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 written 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.

6. Interference With 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 thirty days written notice, and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder 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

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.)

CONVENTIONS, EXPOSITIONS, INDUSTRIAL SHOWS, MEETINGS AND TRADE SHOWS TEN OR MORE EVENTS PER YEAR

2026 Rate Schedule

For purposes of computing license fees under this Rate Schedule, the number of Attendees shall include all persons who have registered or paid to attend LICENSEE's event, but shall exclude those persons required to produce LICENSEE's event, service contract personnel, temporary personnel, accredited members of the media, and persons serving as exhibitor personnel.

Fees Per Event For Calendar Year 2026

The fee shall be $0.1171 times the number of Attendees per event, based on the greater of the number of "Attendees" reported by LICENSEE to SOCIETY pursuant to this Agreement or the number as reported by LICENSEE to (i) *Trade show Week Data* Book, published by Trade show Week, or (ii) any other publication. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

MINIMUM ANNUAL FEE

The minimum fee payable hereunder shall be $1,005.00

Fees Per Event For Calendar Year 2027 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for calendar year 2026. 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. Such adjustments to license fees shall be rounded to the nearest one-thousandth cent.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CONVENTIONS, EXPOSITIONS, INDUSTRIAL SHOWS, MEETINGS AND TRADE SHOWS TEN OR MORE EVENTS PER YEAR

2026 Statement of Licensee's Operating Policy

Account Number: _____Account Name: _____

TYPE OF REPORT: ○ Estimated Report ○ Actual Report

Event Date	Event Name and Location	Number of Attendees (Column A)	Per Attendee Fee (B)	ASCAP License Fee (Column A x B)
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	
			$0.1171	

Total Fee: $[ ].[ ] *

* The minimum annual fee payable hereunder shall be $1,005.00.

Contact Person & Title [ ]

Phone Number: [ ] - [ ] - [ ] Ext: [ ] Fax Number: [ ] - [ ] - [ ]

Email: [ ] Website: [ ]

I certify the above information is true and correct.

Dated: [ ] / [ ] / [ ] Signature: [ ]

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

CRUISE SHIPS
MARINE VESSELS WITH OVERNIGHT ACCOMMODATIONS FOR PASSENGERS

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

2026 Rate Schedule

ANNUAL FEE FOR LICENSED MARINE VESSELS WITH OVERNIGHT PASSENGER ACCOMMODATIONS

ANNUAL LICENSE FEE FOR EACH LICENSED MARINE VESSEL FOR CALENDAR YEAR 2026

Number of Cabins	Annual Fee
10 or fewer	$ 3,266.00
11 to 50	$ 6,531.00
51 to 100	$10,894.00
101 to 150	$ 16,344.00
151 to 200	$ 22,878.00
201 to 300	$ 30,502.00
301 to 450	$ 38,132.00
451 to 600	$ 46,850.00
601 to 750	$ 55,562.00
751 to 1,000	$ 65,372.00
More than 1,000	$ 76,265.00

Discounts

A discount of 20 % shall be credited to Licensee with respect to the licensing of and payment for more than 10 Marine Vessels in the applicable license year.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for each licensed marine vessel for each calendar year commencing January 2026 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP

Toll Free: 1-800-505-4052

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

DANCE
DANCE CLUBS AND ASSOCIATIONS

DANCE CLUBS & ASSOCIATIONS
BLANKET LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203 and

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) ASCAP 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 provided below, a license to perform publicly in the United States at places where "Dances" and "Events" sponsored by or under the auspices of LICENSEE are presented, and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. As used in this Agreement:

(i) "Events" means an annual convention or dance event or similar activity of more than one days duration.

(ii) "Dances" means a regularly scheduled weekly or monthly event attended primarily by LICENSEE's members.

(b) 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 and is strictly limited to LICENSEE and to the premises where each dance is presented.

(b) This license does not authorize the broadcasting or telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises where each dance is presented.

(c) 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.

(d) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(e) This license shall not under any circumstances extend to any performances of music which may occur at the premises where each Dance or Event shall be presented for which an admission fee separate from and in addition to any admission fee charged for LICENSEE's Dance or Event is required (for example, this license does not authorize any performances in or as part of a concert or other activity presented in conjunction with the dance

or event which requires an admission fee, cover, donation, minimum or similar charge separate from the admission fee for the Dance or Event).

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee computed in accordance with the attached Rate Schedule.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

(a) Upon the execution of this Agreement and by January 20 of each subsequent year of this Agreement, LICENSEE shall pay to ASCAP the greater of the minimum fee or the estimated annual license fee for that calendar year based on LICENSEE's dances and events during the previous calendar year.

(b) By January 20 of each subsequent year of this Agreement, LICENSEE shall furnish ASCAP a report stating LICENSEE's actual events during the prior year and total fee due. If the fee due ASCAP for any calendar year is greater than the estimated fee previously paid, LICENSEE shall pay the difference. If the fee due ASCAP for any calendar year is less than the estimated fee previously paid, ASCAP shall apply the excess payment as a credit against the payment due for the following year.

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. Interference in ASCAP's Operations

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 is 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 certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., mailgram, facsimile or similar transmission). Each party agrees to notify 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.)

DANCE CLUBS AND ASSOCIATIONS

2026 Rate Schedule

A. Fees For Calendar Year 2026

The license fee for Dances shall be $39.80. "Dance" means a regularly scheduled weekly or monthly event attended primarily by LICENSEE's members.

The license fee for Events of more than one day's duration shall be $50.10 per day, provided however that if the Event is attended by more than 1,200 people then the daily fee shall be 11.71 cents per attendee. "Event" means an annual convention or dance event or similar activity of more than one day's duration

The minimum annual fee payable shall be $200.00.

B. Fees For Calendar Year 2027 and Beyond

The license fee for calendar year 2027 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

DANCE CLUBS AND ASSOCIATIONS

2026 Report Form

Account Number:_____ Premise Name:_____

COMPUTATION OF LICENSE FEES

A. Estimated Number of "Dances" * to be held in 2026 _____

x 39.80

Subtotal A. $_____

B. Estimated Number of "Events" ** to be held in 2026 of more than One Day's Duration and having fewer than 1,200 Attendees _____

x 50.10

Subtotal B. $_____

C. Estimated Number of "Events" ** to be held in 2026 of more than One Day's Duration and having more than 1,200 Attendees

Estimated number of Attendees per event:

Event 1	**x # of Days**	**= Attendee Days**	
Event 2	**x # of Days**	**= Attendee Days**	
Event 3	**x # of Days**	**= Attendee Days**	
Event 4	**x # of Days**	**= Attendee Days**	
Event 5	**x # of Days**	**= Attendee Days**	
Event 6	**x # of Days**	**= Attendee Days**	****

Total Estimated Attendees (all events) _____

x 0.1171

Subtotal C. $_____

* "Dance" means a regularly scheduled weekly or monthly event attended primarily by Licensee's Members.
** "Event" means an annual convention or dance event or similar activity or more than one day's duration.
*** The minimum annual fee payable hereunder shall be $200.00
**** If you are reporting more than six events, or need additional forms, you may photocopy this form or contact us.

TOTAL FEE DUE (Subtotals A. + B. + C.) $☐☐☐☐☐☐☐☐☐☐.☐☐ * * *

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

DANCE
DANCE SCHOOL CHAINS
100 or More Locations

DANCE SCHOOL CHAINS - LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 each of the locations, listed on Schedule "A" annexed hereto and made a part hereof, where LICENSEE, including franchisees, licensees and affiliates of LICENSEE, gives dance instruction ("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 this 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 l.(b) hereof, and is limited to the 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 compulsory license provisions of 17 U.S.C. § 116.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performance. 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, oratorio, choral work, opera, play with music, revue, or ballet.

(e) This license is limited to performances occurring in the course of and simultaneously with dance instruction given by LICENSEE and does not authorize any performance, at any place where LICENSEE gives such instruction, which is not rendered in the course of and simultaneously with such instruction, except that this license shall extend to performances at one dance recital by LICENSEE's students per calendar year.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee for each premises set forth in the rate schedule annexed hereto and made a part hereof, subject to adjustment as set forth below, payable annually in advance by February 15 of each year.

(b) Said license fee shall be adjusted annually, in an amount equal to the percentage increase or decrease in the United States Consumer Price Index (all items) published by the United States Department of Labor, Bureau of Labor Statistics, between said index in October, 1981 and in October of the year preceding the year for which the adjustment is made. SOCIETY will promptly inform LICENSEE of the amount of each such adjustment.

(c) Each such payment shall be accompanied by LICENSEE's written statement, on forms supplied free of charge by SOCIETY or otherwise, setting forth the average number of students per week and the type of dance instruction given at each premise during the third week in January of the year for which said payment is made, which statement shall be certified by LICENSEE as true and correct. Each such annual statement shall be accompanied by the most recent available list giving the names and addresses of the premises in the United States, and said list shall be deemed to amend Schedule "A".

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 a 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, or

(b) any substantial increase in the cost to the 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, then and in that event, SOCIETY shall have the right to terminate this agreement forthwith insofar as same pertains to such state, territory, dependency, possession or political subdivision 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 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.)

DANCING SCHOOL CHAINS

2026 Rate Schedule

Account Number: _____ Premise Name: _____

AVERAGE NUMBER OF STUDENTS PER WEEK****

TYPE OF DANCE INSTRUCTION	NOT MORE THAN 75	NOT MORE THAN 150	NOT MORE THAN 300	301 AND OVER
BALLROOM*	$ 92.16	$184.31	$276.47	$368.59
COMBINATION**	$ 69.11	$138.22	$207.36	$276.47
BALLET***	$ 46.10	$ 92.16	$138.22	$184.31

* Includes licensees teaching **any** ballroom, social, or round dancing, including any currently popular dance.

** Includes licensees teaching jazz, classical, ballet, tap, modern ballet, acrobatic, gymnastic, square, folk, ethnic, baton and hip hop.

*** Includes licensees teaching ballet **only**.

**** Students taking up to 5 hours of instruction per week shall be counted as 1 student per week; students taking 5 or more hours of instruction per week shall be counted as 2 students per week.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

DANCE
DANCE SCHOOL- INDIVIDUAL

Dancing Schools

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 any place where LICENSEE gives dance instruction, ("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 this 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 the 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 performances occurring in the course of and simultaneously with dance instruction given by LICENSEE and does not authorize any performance, at any place where LICENSEE gives such instruction, which is not rendered in the course of and simultaneously with such instruction, except that this license shall extend to performances at one dance recital by LICENSEE'S students per calendar year.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made a part hereof, subject to adjustment as set forth below, payable annually in advance each year by the first day of each renewal term of this agreement.

(b) Said license fee shall be adjusted annually, in an amount equal to the percentage increase or decrease in the United States Consumer Price Index (all items) published by the United States Government, United States Department of Labor, Bureau of Labor Statistics, between said index in October, 1981 and in October of the year preceding the year for which the adjustment is made. SOCIETY will promptly inform LICENSEE of the amount of each such adjustment.

(c) Each such payment shall be accompanied by LICENSEE'S written statement, on forms supplied free of charge by SOCIETY, setting forth the average number of students per week and the type of dance instruction given during the previous year. which statement shall be certified by LICENSEE as true and correct.

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 the 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 SOCIETY 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.)

DanceAnniv

DANCING SCHOOLS

2026 Dancing School Statement

Account Number: _____ Premise Name:_____

Report Due With Payment:_____/_____/_____

AVERAGE NUMBER OF STUDENTS PER WEEK****

TYPE OF DANCE INSTRUCTION	NOT MORE THAN 75	NOT MORE THAN 150	NOT MORE THAN 300	301 AND OVER
BALLROOM*	$184.31	$368.59	$552.90	$737.17
COMBINATION**	$138.22	$276.43	$414.68	$552.90
BALLET***	$ 92.16	$184.31	$276.43	$368.59

* Includes licensees teaching any ballroom, social, or round dancing, including any currently popular dance

** Includes licensees teaching jazz, classical, ballet, tap, modern ballet, acrobatic, gymnastic, square, folk, ethnic, baton, and hip-hop.

*** Includes licensees teaching ballet **only**.

**** Students taking up to 5 hours of instruction per week shall be counted as 1 student per week; students taking 5 or more hours of instruction per week shall be counted as 2 students per week.

NAME OF ANY RECOGNIZED DANCE ASSOCIATION TO WHICH YOU BELONG: ☐

TYPE OF DANCING INSTRUCTION (SELECT ONE):

○ **Ballroom** Includes licensees teaching **any** ballroom, social, or round dancing, including any currently popular dance.

○ **Combination** Includes licensees teaching jazz, classical, ballet, tap, modern ballet, acrobatic, gymnastic, square, folk, ethnic, baton, and hip-hop.

○ **Ballet** Includes licensees teaching ballet **only**.

AVERAGE NUMBER OF STUDENTS PER WEEK (PLEASE CHECK ONE):

(Note: Students taking less than five hours of instruction per week shall be counted as one student per week; students taking five or more hours of instruction per week shall be counted as two students per week.)

○ **Not more than 75**

○ **Not more than 150**

○ **Not more than 300**

○ **301 and over**

2026 Licensing Fee: $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

Internet Click Thru License

ASCAP License Agreement

This ASCAP License Agreement ("License Agreement") is made and entered into as of the effective date set forth on the Key Terms and Fee Schedule annexed hereto as Schedule A (the "Key Terms/Fee Schedule") (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and the party identified on the Key Terms/Fee Schedule ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "Terms of Use").

Article 1. Certain Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (as hereafter defined) (a) written and/or published by ASCAP Members or by the members of any FPRO (as hereafter defined), including Musical Works written and/or published during the Term and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "Business Information" means the information regarding the business located at the Premises, as set forth on Schedule A.

1.4. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights (as defined herein), all as may be set forth on the Key Terms/Fee Schedule.

1.5. "FPRO" (i.e., 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.6. "License Payment Date" means the date(s) identified on Key Terms/Fee Schedule on which Fees are due and payable by Licensee to ASCAP.

1.7. "Licensee's Operating Policy" means, collectively, the Business Information and Music Uses, as set forth on Schedule A.

1.8. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Premises, as set forth on Schedule A.

1.9. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.10. "Premises" means the physical location(s) set forth on the Key Terms/Fee Schedule.

1.11. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS

LICENSE AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND LICENSEE FOR ALL PURPOSES HEREUNDER.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) ANDLICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE BOTH LICENSEE'S AND YOURAGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTSPAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITHTHIS LICENSE AGREEMENT,AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 4. Additional Terms and Conditions.

4.1. Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including

the applicable Business Information, Music Uses, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2. State Disclosure and Related Information. Schedule C hereto sets forth certain disclosures, notices, rights and other terms and conditions

that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) using the payment method associated with Licensee's online user profile and payment account accessed via www.ascap.com (Licensee's "User Account"). Licensee acknowledges and agrees that the Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term),in accordance with the terms and conditions set forth onScheduleB. If payment is not promptly received by ASCAP from Licensee's payment card issuer or its agents or other payment service provider, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2. Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each License Payment Date(or in the event any License Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the immediately preceding License Payment Date (or, in the event of the first License Payment Date, the same as the Effective Date), unless (a) subject to increase as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com). If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY LICENSE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING

ASCAP License Agreement

This ASCAP License Agreement ("License Agreement") is made and entered into as of the effective date set forth onthe Key Terms and Fee Schedule annexed hereto as Schedule A(the "Key Terms/Fee Schedule")(the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 W 57th Street, New York, NY 10107, and the party identified on the Key Terms/Fee Schedule("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "ASCAP Terms of Use"). To the extent there is a conflict between the ASCAP Terms of Use and this License Agreement, this License Agreement shall govern.

Article 1. Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or any time during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "Business Information" means the information regarding the business located at the Premises, as set forth on the Key Terms / Fee Schedule.

1.4. "Fee Payment Date" means the date(s) identified on the Key Terms/Fee Schedule on which Fees are due and payable by Licensee to ASCAP.

1.5. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights, all as may be set forth on the Key Terms/Fee Schedule.

1.6. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.7. "Licensee's Operating Policy" means, collectively, the Business Informationand Music Uses, as set forth onthe Key Terms / Fee Schedule.

1.8. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Premises, as set forth on the Key Terms / Fee Schedule.

1.9. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.10. "Premises" means the physical location(s) set forth on the Key Terms/Fee Schedule.

1.11. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.12. "User Account" means the online user profile and payment account accessed by Licensee via www.ascap.com.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS,

PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS LICENSE AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND LICENSEE FOR ALL PURPOSES HEREUNDER.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) ANDLICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE BOTH LICENSEE'S AND YOURAGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTSPAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITHTHIS LICENSE AGREEMENT,AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 3. License Grant.

3.1 Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Premises and solely in connection with the Music Uses ("Licensed Rights").

3.2 License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions.

3.3 Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 4. Additional Terms and Conditions.

4.1 Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including the applicable Business Information, Music Uses, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2 State Disclosure and Related Information. Schedule C hereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 5. Restrictions and Conditions.

5.1 No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

5.2 No Right to Reproduce, Copy or Distribute. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.3 No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.4. License Limited to the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

5.5 Certain Live Concert and Musical Performances. This License Agreement does not authorize or otherwise grant any right or license to perform or otherwise use any of the ASCAP Repertory in connection with any live concert or musical performances at the Premises when tickets for such live concert or musical performances may be obtained, purchased or otherwise made available, in whole or in part, from or through any third party service that directly or indirectly (e.g., through use of technology, products or services provided by or on behalf of an applicable third party service, etc.)sells, distributes, provides and/or otherwise makes available tickets (whether digital and/or physical) to the public for events at the Premises (e.g., Ticketmaster, Live Nation, StubHub, Fandango, etc.).

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) using the payment method associated with Licensee's User Account. Licensee acknowledges and agrees that the Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term), in accordance with the terms and conditions set forth on Schedule B. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available. If payment is not promptly received by ASCAP, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2 Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each Fee Payment Date(or in the event any Fee Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the immediately preceding Fee Payment Date (or, in the event of the first Fee Payment Date, the same as the Effective Date), unless (a) subject to increase as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com). If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT (Y) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Z) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE FEE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY

TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees were determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on ScheduleB as applied toLicensee's Operating Policy. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall promptly provide ASCAP with written notice of any change in Licensee's Operating Policy and shall, at such time, furnish to ASCAP all requested information and certify that all information so provided is true and correct. In the event of any change to Licensee's Operating Policy, ASCAP reserves the right to make adjustments tothe Fees as required, upon notice to Licensee. For purposes of this License Agreement, a change in Licensee's Operating Policy shall be one in effect for at least 30 days. Upon any change in Licensee's Operating Policy resulting in an increase in the applicable Fees, Licensee agrees to pay ASCAP the increased license fees, effective as of the initial date of such change, whether or not written notice of such change has been provided pursuant to the terms and conditions hereof.

6.4. Taxes.Licensee shall be responsible for any taxesand/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax,providedthat ASCAP is permitted by law to pass through such tax to its licensees.No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. Except as otherwise expressly agreed by ASCAP, all Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection with any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. During the Term, and for a period of three years thereafter: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with Licensee's obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policyand any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the Fees, Licensee shall pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due, and, if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAPmay (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that such termination shall not be effective if Licensee's breach has been cured prior to the expiration of such 30-day period.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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

Schedule A

Key Terms and Fee Schedule

- Effective Date of License Agreement: _____
- Expiration Date of Initial Term: _____
- Licensee Name: _____
- Licensee Contact Information (to be used for communications and notice purposes):
  - Contact Name/Title : _____
  - Phone Number : _____
  - Email : _____
- Licensee Address:

  _____

  _____
- Music Uses Covered by License Agreement:
  - Music performances occurring in the course of dance instruction provided at the Premises, together with performances at the Premises incidental to the offering of such instruction (e.g., music playing in the reception, locker rooms or other common areas of the Premises)
  - Music performances occurring in connection with dance recitals by Licensee's students at the Premises
- Business Information related to rate calculation:
  - Average Number of Students Per Week
- Music Uses related to rate calculation: Music performances occurring solely in the course of and simultaneously with instruction of yoga, Pilates and/or "bar" or "barre" method classes given at the Premises.
  - Type of Dance Instruction :
- Fees: _____
  - **Payment Plan** :
  - **Fee** Payment Date(s): For the Initial Term, the Fee is due upon Licensee's electronic submission of this License Agreement in accordance with Article 2 of the License Agreement; for each subsequent Renewal Term, if applicable, each Fee is due on the first day of such Renewal Term.
  - **ASCAP email contact information** (for notices):weblicense@ascap.com

Schedule B

ASCAP RATE SCHEDULE FOR DANCE SCHOOLS

Based upon Licensee's Operating Policy, the following rates are used to determine Fees:

Type of Dance Instruction Offered at Premises:

Ballroom	Instructors teach any ballroom, social or round dancing, including, without limitation, any currently popular dance
Combination	Includes licensees teaching jazz, classical, ballet, tap, modern ballet, acrobatic, gymnastic, square, folk, ethnic, baton, and hip-hop.
Ballet	Instructors teach ballet only.

Applicable Fees for the Initial Term:

	Average Number of Students Per Week:			
Type of Dance Instruction:	**Not More Than 75**	**Not More Than 150**	**Not More Than 300**	**301 And Over**
Ballroom	$184.31	$368.59	$552.90	$737.17
Combination	$138.22	$276.43	$414.68	$552.90
Ballet	$92.16.	$184.31	$276.43	$368.59

The Fees for each Renewal Term, if any, shall be the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term). If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Average Number of Students Per Week: Students taking less than five hours of instruction per week shall be counted as one student per week; students taking five or more hours of instruction per week shall be countered as two students per week. For purposes of calculating the Fees for the Initial Term, the Average Number of Students Per Week shall be based on Licensee's prior year of operation or a good faith estimate. For any Renewal Term, the Average Number of Students Per Week shall be based on actual data from Licensee's operation during the twelve-month period preceding the first day of the applicable Renewal Term.

Schedule C

State Disclosure Statements and Related Information

DIRECT MARKETING DISTRIBUTORS

DIRECT MARKETING - LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 250 West 57th Street; New York, NY 10107 and

_____ ("LICENSEE"), located at

_____

_____

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts to perform publicly or cause to be performed publicly by LICENSEE and "LICENSED Members" at "events and functions" at LICENSED Members' "business locations", all as hereinafter defined, and not elsewhere, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory", as hereinafter defined. For purposes of this Agreement,

(i) "LICENSED Members" means those individuals or firms who are authorized distributors of LICENSEE Corporation products or otherwise affiliated with LICENSEE.

(ii) "Events and functions" means all LICENSEE-related events and functions conducted, sponsored or presented by or under the auspices of LICENSED Members.

(iii) "Business Locations" means any location at which LICENSED Members conduct their LICENSEE-related events and functions.

(iv) "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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This licensee shall be for an initial year term commencing _____ and ending December 31, _____and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice by December 1 of any year. If such notice is given, the licensee shall terminate on December 31 of the year in which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, and is limited strictly to LICENSED Members.

(b) This license does not authorize performances which are rendered as part of non-LICENSEE related activities of LICENSED Members.

(c) This license does not authorize any performances in or as part of a concert or other activity for which a separate admission fee, cover, donation, minimum or similar charge is made and which is open to members of the public.

(d) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the Business Locations, other than by means of music-on-hold telephone systems operated by LICENSED Members solely in connection with their LICENSEE-related activities.

(e) 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" 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".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue, or ballet.

(f) 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.

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

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for each LICENSED Member based on the Rate Schedule attached to and made a part of this Agreement. License fees for each subsequent calendar year of this Agreement shall be the license fee for the prior 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.

(b) LICENSEE shall pay a finance charge of 1.5% per month from the due date on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

(a) The license fee for the first calendar year of this Agreement shall be due upon the execution of this Agreement. License fees for each subsequent calendar year of this Agreement shall be payable on or before January 31 of each calendar year.

(b) Upon ASCAP's request, LICENSEE shall promptly advise ASCAP whether individuals or firms are members of LICENSEE.

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. Interference in Operations

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 is 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 certified United States Mail, by 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, provided that a copy is also mailed. 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 construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE on _____, _____, 20 ___.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By _____

Signature

_____

Please print Signature Name.

Title_____

LICENSEE _____

By _____

Signature

_____

Please print Signature Name.

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.)

DIRECT MARKETING DISTRIBUTORS

2026 Rate Schedule

A. Fee for Calendar Year 2026

The annual fee for calendar year 2026 shall be the total number of Licensed Members (as defined in the license agreement) multiplied by $0.180.

The minimum annual fee payable shall be $346.30.

B. Fee for Calendar Year 2027 and Beyond

The license fee for calendar year 2027 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

DRIVE-IN MOVIE THEATRES
RECORDED MUSIC

LICENSE AGREEMENT
DRIVE-IN THEATRES – RECORDED MUSIC

Agreement made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (herein referred to as "ASCAP") and , (herein referred to as "LICENSEE") as follows:

1. ASCAP grants to LICENSEE and LICENSEE accepts for a period of one year commencing and ending , a license to perform publicly in the manner and by the means and to the extent set forth in subdivisions (a) and (b) of this Paragraph "1" only, on the premises at (herein referred to as "the THEATRE") and not elsewhere, non-dramatic renditions of the separate musical compositions copyrighted or composed by members of ASCAP and of which ASCAP shall have the right to license the performing rights:

(a) At any time during said period, non-visually, by recorded music originating at the THEATRE.

(b) Not more than one evening in any week during said period, by live talent appearing at the THEATRE as part of a program featuring a motion picture presentation.

2. The license fee herein provided to be paid is based upon LICENSEE's assurance to ASCAP that at all times during the term of this agreement (a) the THEATRE will be used only as a motion picture theatre and that no other form of entertainment will be presented except that specified in subdivisions (a) and (b) of Paragraph "1" of this agreement as therein limited; (b) the compositions licensed hereunder will be performed only in the manner and by the means and to the extent set forth in Paragraph "1" of this agreement; (c) the compositions licensed hereunder will not be used in connection with commercial announcements (other than announcements referring to LICENSEE's own theatre facilities) over a public address system installed on the premises of the THEATRE; (d) the compositions licensed hereunder will not be used in connection with a revue, extravaganza or dramatic performance, and (e) performances hereunder will be given for the entertainment solely of such persons as may be physically present at the THEATRE. This license does not authorize the broadcasting, telecasting or transmission by wire or other means and the same is hereby restricted unless the consent of ASCAP in writing first be had.

3. This license shall not extend to or be deemed to include:

(a) Oratorios, choral, operatic or dramatico-musical works (including plays with music, revues and ballets) in their entirety, or songs or other excerpts from operas or musical plays accompanied either by words, pantomime, dance, or visual representation of the work from which the music is taken; but fragments or instrumental selections from such works may be instrumentally rendered without words, dialogue, costume, accompanying dramatic action or scenic accessory, and unaccompanied by any stage action or visual representation (by motion picture or otherwise) of the work of which such music forms a part.

(b) Any work (or part thereof) whereof the stage presentation and singing rights are reserved.

4. ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license any musical work as to which suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing right in such composition.

5. LICENSEE agrees to furnish to ASCAP upon request during the term of this agreement a list of all musical compositions (or, at the option of LICENSEE, a list of all musical compositions licensed hereunder) performed at the THEATRE, showing the title of each composition and the publisher thereof.

6. In consideration of the license herein granted, LICENSEE agrees to pay to ASCAP the sum of Dollars ($) annually, payable in advance, in accordance with the schedule on reverse side hereof.

7. The rate for this license is conditioned and predicated upon the representation and warranty of the LICENSEE that the automobile capacity (as defined on the reverse side hereof) of the THEATRE is automobiles. LICENSEE shall promptly give notice to ASCAP by registered United States mail of any change in the automobile capacity of the THEATRE.

8. In the event of any change in such automobile capacity, the license fee designated in Paragraph "6" of this agreement shall be revised in conformity with such change in automobile capacity commencing as of the date of such change; and the representations and warranties contained herein shall be amended accordingly.

9. All notices required or permitted to be given by either of the parties to the other hereunder shall be duly and properly given if mailed to such other party by registered United States mail addressed to such other party at its main office for the transaction of business.

10. Upon any failure or refusal of LICENSEE to make the payment provided for in this agreement or upon any default or breach by the LICENSEE of any term or condition contained in this agreement, ASCAP may, upon notice in writing, cancel this license.

11. This license is not assignable or transferable by operation of law or otherwise and is limited strictly to the LICENSEE. If LICENSEE shall lease, sell, or by any other means dispose of the THEATRE, or shall cease to operate it, LICENSEE shall give immediate written notice thereof to ASCAP and thereupon this agreement shall terminate, provided, however, that LICENSEE shall continue to be obligated to pay to ASCAP any amounts already owing.

12. The parties hereto hereby agree that this agreement shall be deemed to be, and the same shall be extended and renewed from year to year, unless either party, on or before thirty (30) days next preceding the termination of any contract year shall give notice in writing to the other by registered United States mail of the desire to terminate the same at the conclusion of such contract year.

IN WITNESS WHEREOF, this agreement has been duly subscribed and sealed by ASCAP and LICENSEE this _____ day of _____, 20___.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____

Title: _____

LICENSEE

By: _____

Title: _____

DRIVE-IN THEATRE

2026 Rate Schedule

Automobile Capacity	Annual Rate
Up to 250	$24.00
251 to 500	$36.00
501 to 700	$48.00
Over 700	$60.00

The term "Automobile Capacity" as used in this agreement shall be deemed to mean the maximum number of automobiles which the theatre can accommodate.

The rate for seasonal operations will be prorated on the basis of the annual rate.

ASCAP
Toll Free: 1-800-505-4052
www.ASCAP.com

ENDURANCE EVENTS

LICENSE AGREEMENT – ENDURANCE EVENTS

Agreement between the 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:

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 Endurance Events (as defined below) 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) "Endurance Event" means a non-motorized race or course event such as a road race, marathon, trail race, fun run, triathlon, obstacle course, bicycle race or challenge, ski race and similar events. Endurance Events do not include multi-sport events such as Olympics, World Masters Games and similar events.

(b) This license shall be for an initial term of one (1) year commencing _____, 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 the last day of the license 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 and directly a part of the Endurance Event; and to the premises or area where the Endurance Event 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 Endurance Event is presented.

(d) This license does not authorize any performances in or as part of a concert, musical recital or similar activity for which a separate ticket or admission is required.

(e) 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.

(f) 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.

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

3. Reports and Payments

(a) LICENSEE shall submit reports to ASCAP upon execution of this Agreement and within thirty (30) days of the anniversary date for each subsequent license year of this Agreement.

(b) The report to be submitted upon entering into this Agreement shall state the estimated total number of Endurance Events for the upcoming license year; the number of participants per event; and the estimated license fees due for that year.

(c) The report to be submitted within thirty (30) days of the anniversary date for each subsequent license year of this Agreement shall state (i) the total number of Endurance Events for the prior license year; the number of participants per event; and the actual license fees due for that year; and (ii) the estimated total number of Endurance Events for the upcoming license year; the number of participants per event; and the estimated license fees due for that year.

4. License Fees

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

(b) LICENSEE shall pay ASCAP the license fees due hereunder (i) upon entering into this Agreement, the license fees due for the first year of this Agreement as shown by the report due at that time; and (ii) within thirty (30) days of the anniversary date for each subsequent license year of this Agreement, the license fees for the then current license year, and any additional license fees due for the previous year, as shown by the report due on that date. Any overpayments shall be applied as a credit to fees due for the following license year.

(c) 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.

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 Endurance Events 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: Vice President of Legal Affairs, 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 the ASCAP 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. ASCAP's liability under this Paragraph shall be strictly limited to the amount of license fees actually paid by LICENSEE to ASCAP under this Agreement for the license year in which the performance or performances which are the subject of the claim, demand or suit occurred.

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

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____

Title: _____

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".

ENDURANCE EVENTS

2026 Rate Schedule & Statement of Licensee's Operating Policy

Name of Event: _____

Date of Event: _____

Number of Participants: _____

License Fee: _____

Number of Participants Per Event	License Fee Per Event
Under 1,000	$107.00
1,001 - 2,500	$187.00
2,501 - 5,000	$278.00
5,001 - 10,000	$397.00
10,001 - 20,000	$555.00
20,001 - 30,000	$647.00
More than 30,000	$826.00

LICENSE FEES FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

I certify the above information is true and correct.

Signature:_____

Date:_____ /_____/_____

Name: _____

(Print Name)

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

ENTERTAINMENT FACILITIES

LICENSE AGREEMENT – ENTERTAINMENT FACILITIES

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

and ("LICENSEE"), located at

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 at the "Entertainment Facility" known as (the "premises") 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) "Entertainment Facility" means an outdoor or indoor facility that offers redemption games, rides, and other attractions such as go-carts, bumper boats, batting cages, at which (1) attendance is not counted; (2) no regular daily admission or similar charge is charged for entrance to the premises; and (3) charges are assessed for riding rides, playing games and other uses of individual attractions on the premises.

(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.

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 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, web casting, 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 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.

(b) Upon the execution of this Agreement, LICENSEE shall submit to ASCAP a report showing all the information necessary to estimate LICENSEE's annual license fee for mechanical music, audio only music on individual rides and audio-visual music on individual rides for the first contract year of this Agreement.

(c) On or before January 20 of each subsequent year during the term of this Agreement, LICENSEE shall submit to ASCAP a report showing all the information necessary to determine LICENSEE's annual license fee for the preceding calendar year. If the report shows additional license fees due for the previous calendar year, the payment shall be due within 30 days of the date of an invoice from ASCAP. If the report shows an overpayment of license fees for the previous calendar year, LICENSEE shall receive a credit in that amount, applicable to its next payment(s) of license fees. ASCAP shall provide to LICENSEE report forms free of charge.

(d) Upon the execution of this Agreement and on or before January 20, May 20 and September 20 of each year of this Agreement, LICENSEE shall pay to ASCAP in advance one-third of the annual license fee payable under this Agreement for that calendar year, as estimated, based on the annual license fee for the previous calendar year, and subject to adjustment as provided by subparagraph 3.(c).

(e) On or before January 20, May 20 and September 20 of each year of this Agreement, LICENSEE shall submit a report for the previous trimester stating: (i) the date of each event at which "Live Entertainment" occurred; (ii) the "Live Entertainment Costs" of each event; (iii) the license fee for each event; and (vi) the total license fees due. The terms "Live Entertainment" and "Live Entertainment Costs" shall have the meanings set forth in the Rate Schedule. License fees for such events shall accompany the report.

(f) 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. Right of Verification

(a) 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 only to such extent as may be necessary to verify any statements of LICENSEE's Operating Policy required 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.

(b) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½ % per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount. In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the additional license fees due of 1 ½% per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

(c) ASCAP's right to audit under this Agreement shall survive any termination of this Agreement.

5. Changes in Licensee's Operating Policy

(a) If LICENSEE discontinues or discontinues and later resumes the performance of mechanical music throughout the park or audio or audio-visual music on rides during any year of this Agreement, the license fee for that year shall be adjusted pro-rata based on the number of months in that year in which such music is performed. LICENSEE shall notify ASCAP of any discontinuance or resumption of music and shall provide a report showing

all the information necessary to determine the applicable fees for that year. For purposes of this Agreement a discontinuance shall be one in effect for no less than 30 days.

(b) If LICENSEE discontinues the performance of all music at the premises, ASCAP or LICENSEE may terminate this Agreement on thirty days notice, such termination to become effective at the end of the 30-day period. LICENSEE shall pay any remaining license fees due within 30 days of the date of an invoice from ASCAP. Upon termination, ASCAP shall refund to LICENSEE a pro rata share of any unearned license fees paid in advance.

6. 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.

7. 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.

8. 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.

9. 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.)

ENTERTAINMENT FACILITIES

2026 Report Form for Calendar Trimester

Account Number: Premise Name:

Please Select Trimester for report: ○Jan–Apr ○May - Aug ○Sept – Dec Report Type: ○Estimate ○Actual

Name of Park: _____ Season Period: From:_____to:_____

A. COMPUTATION OF FEE:

I. Number of Days Mechanical Music Is Used Throughout
The Park During The Year - number of days _____ x $6.30 $_____

II. Fee For Mechanical Music Used On Rides
A. Audio Uses - Number of Speakers _____
($324.00 up to 3 speakers $67.00 Each Additional Speaker
Maximum Year's License Fee $2,715.00) Fee:_____ II A $_____
B. Audio Visual Uses – Number of Speakers _____
($488.50 up to 3 speakers $99.00 Each Additional Speaker
Maximum Year's License Fee $4,097.00) Fee:_____ II B $_____

III. Subtotal - Annual Fee For Mechanical Music (Line I. + Line II. A. + B.) = $_____

IV. Trimester Fee For Mechanical Music Is 1/3 The Annual Fee $_____

B. Live Music Entertainment Expenses (Costs)* - For performances of "Live Entertainment," the license fee shall be the greater of 1% of "Gross Revenue"* or 1% of "Live Entertainment Expenses"*.

* Definitions below

I. Please attach this Trimester's Event Report at which Live Music Entertainment occurred $_____

Total Trimester's License Fees (Line A. IV + Line B. I.): $_____

*Definitions

"Live Entertainment Expenses (Costs)" 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 of live music entertainment.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each event where there is a separate direct or indirect admission, cover, ticket, entertainment, minimum or similar charge. 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, video jockeys, karaoke hosts.

ENTERTAINMENT FACILITIES

2026 Report Form for Calendar Trimester

Account Number:_____ Premise Name:_____

Live Entertainment

(Please Select one Trimester per report) ○ Jan-Apr ○ May-Aug ○ Sep-Dec Report Year: ☐☐☐☐

EVENT DATE (MM/DD/YYYY) If more than 1 event per day, please report each as a separate entry.	PERFORMER(S) OR GROUP(S) APPEARING	VENUE NAME / EVENT LOCATION	VENUE CITY, STATE	GREATER $ AMOUNT: GROSS REVENUE OR LIVE ENTERTAINMENT EXPENSES (COSTS)*	x's .01	EVENT FEE
					x's .01	$
					x's .01	$
					x's .01	$
					x's .01	$

TOTAL LIVE MUSIC ENTERTAINMENT FEES: $☐☐☐☐☐☐☐☐☐☐.☐☐

*** FEES FOR LIVE ENTERTAINMENT.** For performances of "Live Entertainment," the license fee shall be the greater of 1% of "Gross Revenue" or 1% of "Live Entertainment Expenses".

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

Festival & Event

- **Multiple Events**
- **Single Event**

Multiple Events

ASCAP LICENSE AGREEMENT – General Festival & Event
(Multiple Events)

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York, with offices at 250 West 57th Street, New York, NY 10107, and _____ ("Licensee"), a ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____ organized under the laws of the State/Commonwealth of _____, with an address of _____ ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties").

Article 1. Certain Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, "Affiliate" shall not be deemed to include, with respect to Licensee, any entity described above that is, at any applicable time, separately licensed by ASCAP in connection with public performances at any concert, recital or other live musical performance produced, promoted and/or sponsored by such entity.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "ASCAP Terms of Use Agreement" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms, as may be updated or changed from time to time.

1.5. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.6. "Benefit Event" means a Covered Festival/Event which is not exempt from copyright liability under Section 110(4) of the U.S. Copyright Law, and which is held for the sole purpose of raising money for a specific, bona fide, third-party non-profit charitable cause or institution (*i.e.*, a charitable cause or institution not otherwise affiliated or associated with Licensee or any of its Affiliates), to which all the proceeds from an applicable Covered Festival/Event, after the deduction solely of reasonable and ordinary production costs, are donated.

1.7. "Co-Owned Works" means a Musical Work for which each of ASCAP, on the one hand, and any third-party rights holder, on the other hand, controls, has been vested and/or assigned the right to license the non-dramatic public performances for such Musical Work.

1.8. "Covered Festival/Event(s)" means any community, cultural, seasonal, arts, educational and/or social event(s) that (a) includes Music Activity but for which such Music Activity is not the primary or featured focus or purpose of the event, (b) is open to the general public and (c) is sixty days or less in duration.

1.9. "Entertainment Expenses" means, for any applicable period of time, the aggregate monetary amounts paid or payable by Licensee or any of its Affiliates in accordance with Licensee's or its Affiliate's (as applicable) accounting practices maintained in the ordinary course of such entity's business operations to third parties in connection with Music Activity including, but not limited to, (a) the fees, compensation and/or value of any goods, services or other consideration paid or payable to any persons (*e.g.* musicians, singers or other performers, disc jockeys, video jockeys, karaoke hosts *etc.*), whose services are engaged for the presentation of any such Music Activity, (b) fees, charges and other costs associated with the rental or purchase of any instrument, amplification and/or other similar performance-related equipment used in connection with such Music Activity, and (e) payments to booking agents, outside production companies or payments to other parties who provide such services relating to any Music Activity.

1.10. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.11. "Free Event" means a Covered Festival/Event for which one or more select categories or tiers of attendees (*e.g.*, general admission) are admitted without payment or consideration of any kind.

1.12. "Gross Revenue" means, for any applicable period of time, all amounts received by or on behalf of Licensee or an Affiliate of a Licensee from the sale or license of Tickets.

1.13. "Music Activity" means any activity in which a non-dramatic public performance of Musical Works takes place, whether or not such public performance is rendered live or through recorded means.

1.14. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.15. "Net Revenue" shall mean, for any applicable period of time, Gross Revenue solely less with respect to any Covered Festival/Event (a) amounts actually paid by or on behalf of Licensee or any of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third-party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated under Licensee's accounting practices maintained in the ordinary course of business as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to the applicable Covered Festival/Event and (e) the reasonable value of any products and/or services, including food and beverages, made available to Ticket holders of the applicable Covered Festival, but solely to the extent that (i) the applicable Ticket expressly grants the right to receive such products and/or services at no additional cost to the right to admission, entry or attendance of or to the applicable Covered Festival/Event, (ii) the right to receive such products and/or services is solely exercisable during the Covered Festival/Event, and (iii) the right to receive such products and/or services is prominently featured in materials advertising, promoting and marketing the Covered Festival/Event, such value to be calculated per-Ticket basis (*e.g.* if a Ticket was sold for $25 and, in addition to granting admission to the Covered Festival/Event, the Ticket provided the attendee with the right to receive food and beverages valued at $10 for no additional cost, for each Ticket sold to the Covered Festival Event, $10 may be deducted from Gross Revenue).

1.16. "Premises" means the physical location at which an applicable Covered Festival/Event is held.

1.17. "Rate Schedule" means the schedule attached hereto as Exhibit A setting forth applicable rates necessary for the calculation of Fees which shall be updated and amended on or before the commencement of each calendar year during the Term (and which shall upon such update replace the then-current Exhibit A).

1.18. "Terms of Use" means the ASCAP Terms of Use Agreement and/or any other terms and conditions, rules, regulations, policies, guidelines that ASCAP may adopt, promulgate or modify from time to time relating to the ASCAP Website.

1.19. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.20. "Tickets" means any media, whether physical or digital including but not limited to, physical tickets, passes, badges, bracelets and digital tokens, codes and identifiers, that are sold, licensed or otherwise made available by or on behalf of Licensee or one of its Affiliates as evidence of a grant of rights to the admission, entry or attendance of or to a Covered Festival/Event.

1.21. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee and its Affiliates a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely during Covered Festival/Events located in Territory (which includes the right to authorize any applicable performing artist and any person acting on behalf of any applicable performing artist to make non-dramatic public performances of the ASCAP Repertory without the need for

additional non-dramatic public performance license from ASCAP or any person or entity represented by ASCAP (or any part thereof) in connection with Covered Festival/Events (the "Licensed Rights").

2.2. License Limited to the Premises. Nothing in this Agreement shall be construed to grant to Licensee or its Affiliates the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of an applicable Premises by broadcast, transmission or any other distribution means, method or technology, including by wire, cable, other electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services, whether or not such means, method or technology are owned, operated, distributed, maintained and/or managed by or on behalf of Licensee, without the prior written consent of, or valid license from, ASCAP in each instance.

2.3. Reservation of Rights. Except for the limited rights and licenses granted to Licensee and its Affiliates pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as otherwise expressly provided in Section 2.1 or in a separate agreement, in no event shall Licensee or any of its Affiliates sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein, or otherwise license to any third party the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee and its Affiliates any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement beyond the applicable Premises of a performance licensed hereunder, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. License Limited to Non-Dramatic Performances. The license granted herein is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, any other music-related rights, including the right to reproduce, copy, or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement or any sound recording embodying any such Musical Works.

3.3. Orchestral, Concert Band, or Glee Club Arrangements. Nothing in this Agreement shall be construed to grant to Licensee the right to perform any special orchestral, concert band, or glee club arrangements or transcriptions of any Musical Work in the ASCAP Repertory, unless such arrangements or transcriptions arrangements are likewise in the ASCAP Repertory.

3.4. Restriction of Works. ASCAP reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any Musical Work in the ASCAP Repertory (a) in the event ASCAP receives notice from an ASCAP Member or FPRO (or member thereof) who holds an interest in such Musical Work objecting to the use of such Musical Work as part of any Covered Festival/Event in order to protect the Musical Work against indiscriminate performances or the value of public performance rights therein, or (b) as may be reasonably necessary in connection with any claim or litigation involving the performing rights in such Musical Work. Such restriction and exclusion shall not be effective until ASCAP provides Notice to Licensee in the manner provided in Section 8.

3.5. State Disclosure Statutes and Related Information. Exhibit C hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 4. Fees and Payment.

4.1. Fees. In consideration of the rights granted in this Agreement and subject to, and in accordance with, the terms and conditions of this Agreement, Licensee agrees to pay ASCAP a license fee calculated as follows (the "Fees"):

(a) For any Covered Festival/Event (other than a Benefit Event) for which any admission, entry or attendance is conditioned upon possession of a Ticket (each a "Ticketed Event"), an amount equal to 0.3% of Net Revenue;

(b) for any Free Event (other than a Benefit Event), an amount equal to 1.5% of Entertainment Expenses; and

(c) for any Benefit Events, the Benefit Event Fee as set forth on the Rate Schedule for the calendar year in which such Benefit Event takes place.

Notwithstanding the foregoing, in no calendar year during which any Covered Festival/Event, other than a Benefit Event, was held shall Licensee pay Fees in an amount less than the Minimum Fee set forth on the Rate Schedule for such year.

Licensee acknowledges that the Benefit Event Fee and Minimum Fee for each calendar year shall be the Benefit Event Fee and Minimum Fee, respectively, for the immediately 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 shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year prior to the commencement of such calendar year.

4.2. Payment. Licensee shall remit to ASCAP any and all Fees due and payable to ASCAP hereunder on a quarterly basis within forty-five (45) days after the final day of each calendar quarter during the Term.

4.3. Late Fee. ASCAP shall be entitled to charge and receive from Licensee a late payment charge for all amounts not paid when due, equal to one and one-half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

4.4. Fee Acknowledgement. Each Party acknowledges and agrees that the Fees set forth herein are final and shall not be reduced, adjusted, amended or modified during the Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion) or as otherwise permitted pursuant to this Agreement. The Parties further acknowledge and agree that the Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and/or rights holders whose copyright interests are licensed, directly or indirectly, through any FPRO, specifically excluding the value of any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any value associated with rights or interests controlled by, vested in and/or assigned to Broadcast Music, Inc., SESAC Inc. and Global Music Rights (each a "Third-Party PRO") and/or any other third-party rights holders. Licensee, on behalf of itself and its Affiliates, agrees that neither ASCAP nor any ASCAP Member nor any FPRO shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third-Party PRO for the rights granted hereunder except to the extent such ASCAP Member is required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation.

4.5. Reporting.

4.5.1. General. Within forty-five (45) days of the final day of each calendar quarter during the Term, Licensee shall submit to ASCAP a report, in the form attached as Exhibit B, containing information with respect to each applicable Covered Festival/Event necessary for the calculation of Fees for the applicable quarter (each a "License Fee Report"). In addition, upon ASCAP's reasonable request, Licensee shall provide (solely to the extent available) to ASCAP a report containing information associated with the performance of Musical Works at the Covered Festival/Events, including: (y) the program or a complete musical act and/or performer list, and (z) the set list for each musical act and/or performer, including each Musical Work performed (each a "Music Use Report").

4.5.2. Acceptance of Reports. Acceptance by ASCAP of any Fee payments or any License Fee Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any License Fee Report. In addition, without limiting any of the provisions of Section 4.5.1, Licensee shall use commercially reasonable efforts to provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time, including without limitation requesting that Licensee provide to ASCAP such additional data, information and substantiating documentation, including any data, information and documentation that (a) is necessary to substantiate the Fee amounts, including applicable deductions as set forth in Section 1.15 and/or whether an event qualifies as a Benefit Event; (b) ASCAP reasonably requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory; and/or (c) is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory regarding the Covered Festival/Event.

4.5.3. Services Made Available Via the ASCAP Website. ASCAP may provide Licensee with the ability to access certain services relating to this Agreement on the ASCAP Website via Licensee's User Account (e.g., payment of Fees, notice relating to any changes relating to Licensee). Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP website and Licensee's User Account are subject to this Article 4.

4.5.4. Miscellaneous. If Licensee fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by applicable industry publications or based upon fees payable in prior years.

4.5.5. Reporting Disputes. In the event ASCAP disputes any information included on a License Fee Report or Music Use Report, ASCAP shall notify Licensee and provide information to support the basis of such dispute. Licensee shall then promptly address and in good faith attempt to resolve such dispute and shall respond to ASCAP within fourteen (14) days. If ASCAP and Licensee are not able to thereafter resolve such dispute within thirty (30) days, then ASCAP and Licensee shall resolve the dispute through arbitration in accordance with Article 9; provided, however, that if Licensee refuses to avail itself to such arbitration, ASCAP may immediately terminate the Agreement. In the event, after the resolution of such dispute, additional Fees are owed to ASCAP, Licensee shall promptly pay to ASCAP, any additional Fees. Except as expressly provided herein, nothing in this Section 4.5.5 shall limit or be deemed a waiver of any of the rights and obligations either Party may have under the Agreement including, without limitation, the obligations set forth in Sections 4.1 and Section 4.2.

4.6. No Refunds or Credits. All Fees are nonrefundable and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

4.7. Audit. With respect to each Covered Festival/Event licensed hereunder, for a period of three years following such event: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with their obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee or any of its Affiliates to verify any License Fee Report and any other information provided to ASCAP by Licensee or any of its Affiliates. In the event any such audit shows an underpayment of the Fees for the period in question, Licensee shall (y) pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date(s) the additional Fees were due and (z) if the underpayment is five percent (5%) or more of the total amount due for the period in question, then the Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit. ASCAP agrees that the books and records and any other material examined by it and its authorized representatives and/or third party designees shall remain confidential and ASCAP agrees that it will not, during the term of this Agreement or after termination of this Agreement, disclose any non-public information examined or learned during the examination.

Article 5. Term and Termination.

5.1. Term. This License Agreement shall commence on the Effective Date and shall continue through and including the day preceding the first anniversary of the Effective Date (the "Initial Term"). Thereafter, this License Agreement shall automatically renew for additional, successive one-year periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

5.2. Termination for Breach. In the event of any material breach or default by Licensee, on the one hand, or ASCAP, on the other hand, of the terms of this Agreement, the non-breaching party may (reserving cumulatively all other remedies and rights pursuant to this Agreement and in law and in equity) notify the breaching party of such default and if such breach or default remains uncured thirty (30) days following such notice, the non-breaching party may, in its sole discretion, immediately terminate this Agreement.

5.3. Termination for Interference in ASCAP's Operations. ASCAP may terminate this Agreement, effective upon thirty (30) days' notice to Licensee, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or their respective operations are located which is applicable to the licensing of performing rights.

5.4. Effect of Termination. Upon any termination or expiration of this Agreement in its entirety for any reason, all rights and licenses granted by ASCAP herein shall immediately terminate as to Licensee.

Article 6. Representations and Warranties.

6.1 Mutual. Each Party represents and warrants 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.

6.2 Additional Representations, Warranties and Covenants by Licensee. As between the Parties, Licensee shall be solely responsible for (a) obtaining any and all consents and licenses to the extent required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Music Non-Centric Festival/Events in the Territory and (b) payment of all royalties, license fees, clearance costs and any other fees, costs and expenses to such third-party rights holders in connection with the same.

Article 7. Indemnification; Disclaimer; Waiver.

7.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") by a third party (*i.e.* a party other than ASCAP) arising out of, based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) any failure or alleged failure of Licensee to obtain any consents and/or licenses required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders at any Covered Festival/Events in the Territory. 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 Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnitee 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.

7.1. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

7.2. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth above, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 9. Arbitration

Any dispute arising out of or related to this Agreement, including between ASCAP and Licensee (or any of its affiliates), shall be subject to final binding arbitration between such parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each party to the arbitration shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the parties to the arbitration. Any award or decision in arbitration shall be final and binding upon the parties to the arbitration and shall be enforceable by judgment of any court of competent jurisdiction. The parties to the arbitration further agree to the exclusive jurisdiction of the state and federal courts in New York, New York, for purposes of any pre-arbitral injunctive

relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such party. Neither the parties to the arbitration nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

Article 10. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. This Agreement shall be governed by the law of the State of New York and the Parties irrevocably submit to the jurisdiction of the state and federal courts of situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between you and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Section 2.3, Article 4 (but only with respect to Covered Festival/Events held during the Term), Article 7, Article 8, Article 9, and this Article 10 shall survive the cancellation, expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

EXHIBIT A

2026 RATE SCHEDULE

Calculation of Event Fee

- For Ticketed Events - 0.3% of Net Revenue
- For Free Events – 1.5% of Entertainment Expense
- For Benefit Events – the Benefit Event fee set forth on the applicable Rate Schedule (*e.g.* for 2026, $59)

2026 BENEFIT EVENT FEE: $59 Per Day

2026 MINIMUM FEE: $310.00

Applicable Definitions

A "Net Revenue" shall mean, for any applicable period of time, Gross Revenue solely less with respect to any Covered Festival/Event (a) amounts actually paid by or on behalf of Licensee or any of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third-party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated under Licensee's accounting practices maintained in the ordinary course of business as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to the applicable Covered Festival/Event and (e) the reasonable value of any products and/or services, including food and beverages, made available to Ticket holders of the applicable Covered Festival, but solely to the extent that (i) the applicable Ticket expressly grants the right to receive such products and/or services at no additional cost to the right to admission, entry or attendance of or to the applicable Covered Festival/Event, (ii) the right to receive such products and/or services is solely exercisable during the Covered Festival/Event, and (iii) the right to receive such products and/or services is prominently featured in materials advertising, promoting and marketing the Covered Festival/Event, such value to be calculated per-Ticket basis (*e.g.* if a Ticket was sold for $25 and, in addition to granting admission to the Covered Festival/Event, the Ticket provided the attendee with the right to receive food and beverages valued at $10 for no additional cost, for each Ticket sold to the Covered Festival Event, $10 may be deducted from Gross Revenue).

B "Entertainment Expense" means, for any applicable period of time, the aggregate monetary amounts paid or payable by Licensee or any of its Affiliates in accordance with Licensee's or its Affiliate's (as applicable) accounting practices maintained in the ordinary course of such entity's business operations to third parties in connection with Music Activity including, but not limited to, (a) the fees, compensation and/or value of any goods, services or other consideration paid or payable to any persons (*e.g.* musicians, singers or other performers, disc jockeys, video jockeys, karaoke hosts *etc.*), whose services are engaged for the presentation of any such Music Activity, (b) fees, charges and other costs associated with the rental or purchase of any instrument, amplification and/or other similar performance-related equipment used in connection with such Music Activity, and (e) payments to booking agents, outside production companies or payments to other parties who provide such services relating to any Music Activity.

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Exhibit B
License Fee Report

Account Name:_____ Account Number: _____

Address: _____

Telephone: _____ Fax: _____Email: _____

Report Period: Jan 1 – Mar 31 _____ April 1 – Jun 30 _____ Jul 1 – Sept 30 _____ Oct 1 – Dec 31 _____
Report Year: _____

A.**Ticketed Events**

Covered Festival/Event	Date(s) (mm/dd/yy)	Act(s) / Performers	Location (venue)	City	State	Net Revenue (for Ticketed Events only)	Fee for Ticketed Events:	Event Fee (Net Revenue X 0.003)
							0.003	
							0.003	
							0.003	
						A. LICENSE FEE DUE FOR TICKETED EVENTS:		

.B. **Free Events**

Covered Festival/Event	Date(s) (mm/dd/yy)	Act(s) / Performers	Location (venue)	City	State	Entertainment Expenses (for Free Events Only)	Fee for Free Events:	Event Fee (Entertainment Expenses X .015)
							0.015	
							0.015	
							0.015	
						B. LICENSE FEE DUE FOR FREE EVENTS:		

C. **Benefit Events**

Covered Festival/Event	Date(s) (mm/dd/yy)	Act(s) / Performers	Location (venue)	City	State	Fee for Benefits Events: (see rate schedule)	Event Fee (Benefit Rate)
						C. LICENSE FEE DUE FOR BENEFIT EVENTS	

(use additional pages as needed)

Total Fees for Reporting Quarter (A + B + C): _____

Single Event

ASCAP LICENSE AGREEMENT – General Festival & Event
(Single Event)

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York, with offices at 250 West 57th Street, New York, NY 10107, and _____ ("Licensee"), a ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____ organized under the laws of the State/Commonwealth of _____, with an address of _____ (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties").

Article 1. Certain Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, "Affiliate" shall not be deemed to include, with respect to Licensee, any entity described above that is, at any applicable time, separately licensed by ASCAP in connection with public performances at any concert, recital or other live musical performance produced, promoted and/or sponsored by such entity.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "ASCAP Terms of Use Agreement" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms, as may be updated or changed from time to time.

1.5. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.6. "Benefit Event" means a Covered Festival/Event which is not exempt from copyright liability under Section 110(4) of the U.S. Copyright Law, and which is held for the sole purpose of raising money for a specific, bona fide, third-party non-profit charitable cause or institution (*i.e.*, a charitable cause or institution not otherwise affiliated or associated with Licensee or any of its Affiliates), to which all the proceeds from an applicable Covered Festival/Event, after the deduction solely of reasonable and ordinary production costs, are donated.

1.7. "Co-Owned Works" means a Musical Work for which each of ASCAP, on the one hand, and any third-party rights holder, on the other hand, controls, has been vested and/or assigned the right to license the non-dramatic public performances for such Musical Work.

1.8. "Covered Festival/Event(s)" means any community, cultural, seasonal, arts, educational and/or social event(s) that (a) includes Music Activity but for which such Music Activity is not the primary or featured focus or purpose of the event, (b) is open to the general public and (c) is sixty days or less in duration.

1.9. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.10. "Free Event" means a Covered Festival/Event for which one or more select categories or tiers of attendees (*e.g.*, general admission) are admitted without payment or consideration of any kind.

1.11. "Music Activity" means any activity in which a non-dramatic public performance of Musical Works takes place, whether or not such public performance is rendered live or through recorded means.

1.12. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.13. "Premises" means the physical location at which an applicable Covered Festival/Event is held.

1.14. "Terms of Use" means the ASCAP Terms of Use Agreement and/or any other terms and conditions, rules, regulations, policies, guidelines that ASCAP may adopt, promulgate or modify from time to time relating to the ASCAP Website.

1.15. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.16. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee and its Affiliates a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely during Covered Festival/Events located in Territory (which includes the right to authorize any applicable performing artist and any person acting on behalf of any applicable performing artist to make non-dramatic public performances of the ASCAP Repertory without the need for additional non-dramatic public performance license from ASCAP or any person or entity represented by ASCAP (or any part thereof) in connection with Covered Festival/Events (the "Licensed Rights").

2.2. License Limited to the Premises. Nothing in this Agreement shall be construed to grant to Licensee or its Affiliates the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of an applicable Premises by broadcast, transmission or any other distribution means, method or technology, including by wire, cable, other electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services, whether or not such means, method or technology are owned, operated, distributed, maintained and/or managed by or on behalf of Licensee, without the prior written consent of, or valid license from, ASCAP in each instance.

2.3. Reservation of Rights. Except for the limited rights and licenses granted to Licensee and its Affiliates pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as otherwise expressly provided in Section 2.1 or in a separate agreement, in no event shall Licensee or any of its Affiliates sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein, or otherwise license to any third party the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee and its Affiliates any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement beyond the applicable Premises of a performance licensed hereunder, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. License Limited to Non-Dramatic Performances. The license granted herein is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, any other music-related rights, including the right to reproduce, copy, or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement or any sound recording embodying any such Musical Works.

3.3. Orchestral, Concert Band, or Glee Club Arrangements. Nothing in this Agreement shall be construed to grant to Licensee the right to perform any special orchestral, concert band, or glee club arrangements or transcriptions of any Musical Work in the ASCAP Repertory, unless such arrangements or transcriptions arrangements are likewise in the ASCAP Repertory.

3.4. Restriction of Works. ASCAP reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any Musical Work in the ASCAP Repertory (a) in the event ASCAP receives notice from an ASCAP Member or FPRO (or member thereof) who holds an interest in such Musical Work objecting to the use of such Musical Work as part of any Covered Festival/Event in order to protect the Musical Work against indiscriminate performances or the value of public

performance rights therein, or (b) as may be reasonably necessary in connection with any claim or litigation involving the performing rights in such Musical Work. Such restriction and exclusion shall not be effective until ASCAP provides Notice to Licensee in the manner provided in Section 8.

3.5. State Disclosure Statutes and Related Information. Exhibit B hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 4. Fees and Payment.

4.1. Fees. In consideration of the rights granted in this Agreement and subject to, and in accordance with, the terms and conditions of this Agreement, Licensee agrees to pay ASCAP, upon execution of this Agreement, a license fee calculated in accordance with the Rate Schedule attached hereto as Exhibit A.

4.2. Fee Acknowledgement. Licensee acknowledges and agrees that ASCAP reserves the right, for a period of one year following the expiration of the Term, to seek an adjustment of the fee payable hereunder in the event that it determines, in its reasonable discretion, that the amount paid by Licensee pursuant to Section 4.1 was not calculated in accordance with the Rate Schedule. In the event of such determination, ASCAP shall provide an invoice to Licensee setting forth the amount of such adjustment. Licensee agrees to pay such amount within 30 days of the date of such invoice. The Parties further acknowledge and agree that the Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and/or rights holders whose copyright interests are licensed, directly or indirectly, through any FPRO, specifically excluding the value of any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any value associated with rights or interests controlled by, vested in and/or assigned to Broadcast Music, Inc., SESAC Inc. and Global Music Rights (each a "Third-Party PRO") and/or any other third-party rights holders. Licensee, on behalf of itself and its Affiliates, agrees that neither ASCAP nor any ASCAP Member nor any FPRO shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third-Party PRO for the rights granted hereunder except to the extent such ASCAP Member is required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation.

4.3. Services Made Available Via the ASCAP Website. ASCAP may provide Licensee with the ability to access certain services relating to this Agreement on the ASCAP Website via Licensee's User Account (e.g., payment of Fees, notice relating to any changes relating to Licensee). Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP website and Licensee's User Account are subject to this Article 4.

4.4. No Refunds or Credits. All Fees are nonrefundable and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

Article 5. Term and Termination.

5.1. Term. This License Agreement shall commence on the Effective Date and shall continue through and including the last day of the Covered Event/Festival (the "Term").

5.2. Termination for Breach. In the event of any material breach or default by Licensee, on the one hand, or ASCAP, on the other hand, of the terms of this Agreement, the non-breaching party may (reserving cumulatively all other remedies and rights pursuant to this Agreement and in law and in equity) notify the breaching party of such default and if such breach or default remains uncured thirty (30) days following such notice, the non-breaching party may, in its sole discretion, immediately terminate this Agreement.

5.3. Termination for Interference in ASCAP's Operations. ASCAP may terminate this Agreement, effective upon thirty (30) days' notice to Licensee, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or their respective operations are located which is applicable to the licensing of performing rights.

5.4. Effect of Termination. Upon any termination or expiration of this Agreement in its entirety for any reason, all rights and licenses granted by ASCAP herein shall immediately terminate as to Licensee.

Article 6. Representations and Warranties.

6.1 Mutual. Each Party represents and warrants 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.

6.2 Additional Representations, Warranties and Covenants by Licensee. As between the Parties, Licensee shall be solely responsible for (a) obtaining any and all consents and licenses to the extent required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Music Non-Centric Festival/Events in the Territory and (b) payment of all royalties, license fees, clearance costs and any other fees, costs and expenses to such third-party rights holders in connection with the same.

Article 7. Indemnification; Disclaimer; Waiver.

7.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") by a third party (*i.e.* a party other than ASCAP) arising out of, based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) any failure or alleged failure of Licensee to obtain any consents and/or licenses required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders at any Covered Festival/Events in the Territory. 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 Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnitee 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.

7.1. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

7.2. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth above, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 9. Arbitration

Any dispute arising out of or related to this Agreement, including between ASCAP and Licensee (or any of its affiliates), shall be subject to final binding arbitration between such parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each party to the arbitration shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the parties to the arbitration. Any award or decision in arbitration shall be final and binding upon the parties to the arbitration and shall be enforceable by judgment of any court of competent jurisdiction. The parties to the arbitration further agree to the exclusive jurisdiction of the state and federal courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such party. Neither the parties to the arbitration nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

Article 10. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. This Agreement shall be governed by the law of the State of New York and the Parties irrevocably submit to the jurisdiction of the state and federal courts of situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between you and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Section 2.3, Article 4 (but only with respect to Covered Festival/Events held during the Term), Article 7, Article 8, Article 9, and this Article 10 shall survive the cancellation, expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

EXHIBIT A

2026 RATE SCHEDULE

Covered Festivals/Events Requiring Paid Admission

Estimated Attendance	Recorded Music Only	Recorded Music and/or Live Music
Less than 2,500	$310	$429
2,500-4,999	$352	$587
5,000 – 9,999	$411	$822
10,000 – 19,999	$529	$1,645
20,000- 49,999	$705	$3,292
Greater than 50,000	$941	$4,704

Covered Festivals/Events with Free Admission

Estimated Attendance	Recorded Music Only	Recorded Music and/or Live Music
Less than 2,500	$310	$352
2,500-4,999	$352	$441
5,000 – 9,999	$411	$587
10,000 – 19,999	$471	$1,088
20,000- 49,999	$587	$1,941
Greater than 50,000	$705	$2,587

For Benefit Events – deduct 25% from above rates.

FITNESS

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ASCAP GENERAL LICENSE AGREEMENT – FITNESS CLUBS

This ASCAP MUSICAL WORKS LICENSE AGREEMENT FOR PREMISES (the "License Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and _____, with an address at _____ ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined shall have the meanings ascribed them in the Additional Terms and Conditions attached hereto and made part hereof.

TERMS AND CONDITIONS RELATED TO LICENSEE'S RIGHTS AND OBLIGATIONS

PREMISES: _____

In the event Licensee operates multiple premises, additional premises are listed on the report attached hereto as Schedule A (the "Premises and Fee Report", and such premises together with the premises listed above are collectively referred to as the "Premises").

LICENSED RIGHTS: Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely at the Premises and solely in connection with the Music Uses indicated below.

MUSIC USES:

- Recorded music that is played via audio-only and/or audio-visual devices located in publicly-accessible areas of the Premises during regular business hours in an ambient or background manner ("Ambient Uses").
- Recorded music, including through the use of a DJ, used in connection with fitness instruction classes led by an individual located on the Premises ("Group Classes").
- Recorded music used in connection with fitness instruction classes originating at a location other than the Premises and which are transmitted to the Premises ("Virtual Classes")
- Recorded and/or live music used in connection with special events for club members or prospective members presented or sponsored by Licensee that are held at the Premises during regular business hours, but specifically excluding events for which attendees must pay a fee or charge in addition to any fees or charges paid for regular use of and access to the club (each such event, a "Social Event").

BUSINESS INFORMATION RELATED TO FEE CALCULATION:

(*enter with respect to the Premises listed above*)

- Total square footage of the Premises: Total square footage of the Premises: _____
- Total Group Class Participant Weekly Capacity (*i.e.*, the sum of the capacity of each room at the Premises in which Group Classes are conducted multiplied by the average number of Group Classes conducted in each room each week): _____
  Ambient Uses (*check one*): ☐ YES ☐ NO
  Provision of Virtual Classes (*check one*): ☐ YES ☐ NO
- Number of Social Events during the Contract Year: _____
- Health and Fitness Association (fka IHRSA) or Yoga Alliance id: (if applicable): _____

In the event Licensee operates multiple premises, Licensee's Business Information Related to Fee Calculation for additional Premises shall be set forth separately, as applicable, for each respective Premises on the Premises and Fee Report.

TERM OF LICENSE: Twelve months from the Effective Date, and thereafter automatically renewing for additional, successive 12-month periods unless either Party provides the other with written notice of termination in accordance with the terms and conditions of this License Agreement.

TOTAL FEES FOR THE INITIAL TERM: _____

PAYMENT TERMS: The Fees for the Initial Term is due upon execution of this License Agreement and the Fees for each Renewal Term is due on the first day of such Renewal Term (each such due date, a "Fee Payment Date"), provided, however, that in the event Licensee enrolls during any Contract Year in ASCAP's Autopay feature that may be made available on the ASCAP Website and elects to pay monthly installment payments (each an "Installment Payment"), then an amount equal to the Fees then due and owing for each applicable Contract Year divided by the number of months remaining in such Contract Year measured from the first day of the immediately subsequent Contract Year month after such election is made, is due on the first day of each applicable Contract Year month after such election is made, and each such date with be considered the Fee Payment Date with respect to each applicable Installment Payment.

LICENSEE'S OPERATING POLICY. Licensee acknowledges that the Fees were determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on the rate schedule in effect as of the Effective Date and attached hereto as Schedule B (the "Rate Schedule") as applied to Licensee's then-current Business Information Related to Fee Calculation for the Premises (collectively, the "Operating Policy"). Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy for the Premises, is true and correct. Licensee shall promptly provide ASCAP with written notice of any change in Licensee's Operating Policy for any Premises and shall, at such time, furnish to ASCAP all requested information and certify that all information so provided is true and correct. In the event of any change to Licensee's Operating Policy for any Premises, ASCAP reserves the right to make adjustments to the Fees as required, upon notice to Licensee.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		**Legal Entity: _____**	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

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ADDITIONAL TERMS AND CONDITIONS

Article 1. Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "ASCAP Terms of Use" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms.

1.4. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.5. "Contract Year" means a twelve-month period during the Term measured from the Effective Date or any anniversary thereof (*i.e.*, the Initial Term or any Renewal Term).

1.6. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.7. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.8. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.9. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. Provisions Related to Licensed Rights.

2.1. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions.

2.2. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.3. State Disclosure Statutes and Related Information. Schedule C hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. No Right to Reproduce, Copy or Distribute. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.3. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.4. License Limited to the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP

Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

Article 4. Additional Terms Related to Fees and Payment; Reporting.

4.1. Payment of Fees; Adjustment of Fees for Renewal Term. In consideration of the rights granted in this License Agreement, for each Contract Year during the Term, Licensee shall pay the amounts determined by applying Licensee's Operating Policy for each Premises reported for the applicable Contract Year to the Rate Schedule applicable at the commencement of the applicable Contract Year, and totaling the resulting amount with respect to each Premises (the "Fees"). For the avoidance of doubt, Licensee shall not pay additional Fees for an applicable Contract Year on account of additional Premises added after the Fee Payment Date (or initial Fee Payment Date if paying on an installment method) during such Contract Year. ASCAP shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year prior to the commencement of such calendar year, provided that in the event the fees and charges set forth on such Rate Schedule exceed the corresponding fees and charges set forth in the then-current Rate Schedule by an amount greater than the increase in the Consumer Price Index-All Urban Consumers (CPI-U) during the twelve-month period concluding in the October of the then-current calendar year, ASCAP shall provide Licensee with such Rate Schedule at least 45 days prior to the commencement of the applicable calendar year. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee shall pay to ASCAP the applicable Fees (including all applicable taxes and levies as described below) on the applicable Fee Payment Date(s), and if paying via a credit, debit or other payment card, using the payment method associated with Licensee's User Account (the "Payment Preferences").

4.2. Late Payments. If payment is not received by ASCAP on or before the applicable Fee Payment Date, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

4.3. Reports. In the event that upon execution of this Agreement Licensee operates more than a single premises location, Licensee shall submit to ASCAP at such time a Premises and Fee Report in the form attached as Schedule A or a similar form reporting the same information. In the event that, during an applicable Contract Year, Licensee commences operation of a new premises location or ceases operation of a current Premises, or makes a change in Licensee's Operating Policy for any Premises, Licensee shall immediately notify ASCAP and the information concerning such premises, and if applicable, the information contained on the then-current Premises and Fee Report, will immediately be deemed so modified and amended.

4.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax, provided that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

4.5. No Refunds or Credits. Except as otherwise expressly agreed by ASCAP, all Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection with any early termination of this License Agreement, the cessation of operation of any Premises during a Contract Year, partial or unused services or Licensed Rights, or any other product or service, in whole or in part. The Fees are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and specifically exclude the value of any rights and interests in such Musical Works that are owned and/or controlled by any other third-party rights holder, including Broadcast Music, Inc., SESAC Inc. and Global Music Rights. Licensee agrees that neither ASCAP nor any ASCAP Member shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory for the rights granted to Licensee, and as between ASCAP and Licensee, Licensee shall be responsible for any such accounting.

4.6. Audit. During the Term, and for a period of three years thereafter: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with Licensee's obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third-party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the Fees, Licensee shall pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due, and, if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 5. Services Made Available Via the ASCAP Website.

5.1. Licensee's User Account. ASCAP may provide Licensee with the ability to access certain services relating to this License Agreement on the ASCAP Website via Licensee's User Account, *e.g.*, payment of Fees, notice relating to any changes relating to Licensee or Licensee's Operating Policy. Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP Website and Licensee's User Account are subject to this Article 5.

5.2. Recurring/Automatic Billing Services on the ASCAP Website via Licensee's User Account. If Licensee has selected or enrolled in ASCAP's Autopay feature that may be made available on the ASCAP Website, via Licensee's User Account, then unless and until Licensee cancels or disables the Autopay feature in Licensee's account profile available at **www.ascap.com/mylicense,** Licensee acknowledges and agrees that ASCAP may automatically charge Licensee no more than 30 days in advance of each Fee Payment Date the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees, which may be billed via the payment card that Licensee has provided to ASCAP and associated with Licensee's User Account. The Fees charged will be the same as those charged on the immediately preceding Fee Payment Date (or, in the event of the first Fee Payment Date after the Effective Date, the same as those set forth on the Terms and Conditions Related to Licensee's Rights and Obligations), unless subject to modification as permitted and described in this License Agreement.

ASCAP will notify Licensee in advance of each Fee Payment Date of the amount that will be charged to Licensee's payment card account and Licensee is solely responsible for ensuring that Licensee's user profile and payment card account information is accurate, complete and up to date. Licensee acknowledges and understands that Licensee's authorization to use the Autopay feature to pay the Fees on an automatic, recurring basis is entirely optional and not required to maintain Licensee's account or license with ASCAP. However, if ASCAP is not able to secure payment of the applicable Fees from Licensee's designated credit, charge or debit card payment account for the payments required, due to, but not limited to, inaccurate information, expired card account or insufficient or uncollected funds in the debit account provided by Licensee, ASCAP may discontinue processing the recurring charges and cancel Licensee's enrollment in the Autopay feature. Cancelling or disabling the Autopay feature for any reason shall not and does not relieve Licensee of the obligation to make required Fees or other payments under this License Agreement.

Licensee may disable the Autopay automatic billing feature at any time, by modifying Licensee's Payment Preferences in the Licensee User Account profile at www.ascap.com/mylicense.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD ACCOUNT, THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP AS PROVIDED ABOVE; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT ASCAP IS UNABLE TO OBTAIN THE REQUIRED FEES, ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

Article 6. Term and Termination.

6.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of twelve months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). Thereafter, this License Agreement shall automatically renew for additional, successive twelve-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

6.2. Termination by Licensee. Subject to and without limiting the terms and conditions of Section 4.5, Licensee may immediately terminate this License Agreement upon notice to ASCAP in the event that Licensee discontinues the public performance of all music in the ASCAP Repertory at the Premises for a period of no less than 30 consecutive days.

6.3. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that such termination shall not be effective if Licensee's breach has been cured prior to the expiration of such 30-day period.

6.4. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

6.5. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

6.6. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 7. INDEMNIFICATION; DISCLAIMER; WAIVER.

7.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, 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 License Agreement. 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 Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnitee 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.

7.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

7.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND THE RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS OF THE FOREGOING, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth herein, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email. ASCAP's email address for notices is glcs@ascap.com. Licensee's email address for notices is _____.

Article 9. Arbitration

Any dispute arising out of or related to this License Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the state courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly

disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

Article 10. Miscellaneous.

This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third-party beneficiaries, actual or intended, pursuant to this License Agreement. This License Agreement shall be governed by the law of the State of New York and Licensee irrevocably submits to the jurisdiction of the courts of New York State, situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this License Agreement shall be in writing and not be unreasonably withheld. This License Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this License Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This License Agreement constitutes the entire agreement between Licensee and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Section 2.2, Section 4.5, Section 4.6, Article 5, Section 6.6, Article 7, Article 8, Article 9 and this Article 10 shall survive the cancellation, expiration or termination of this License Agreement.

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Fitness Schedule A

ascap
WE CREATE MUSIC

IHRSA Member Number:	Legal Entity/Business Name:											
Premises Name	Address	City	State	Group Class Capacity (per Rate Schedule)	Group Rate	Sq Footage	Ambient Rate (if no group classes)	Virtual Classes Y/N	No of Social Events	Social Event Rate	Total License Fee

Schedule B

2026 ASCAP RATE SCHEDULE FOR FITNESS CLUBS

Based upon Licensee's Operating Policy for the applicable Contract Year, the following schedule is used to determine Fees:

1. **Group Classes:** To determine Total Group Class Participant Weekly Capacity, multiply the average number of Group Classes held in each Group Class room each week during the applicable Contract Year by the capacity of the applicable room in which the Group Classes are held, and total the amount for all Group Class rooms. For Group Classes held in pools, use the maximum pool bather load.

   Example: *A club has one Group Class room and a pool. A weekly average of 20 Group Classes held in room #1, multiplied by its 20 participant capacity, equals 400 participants; A weekly average of 15 Group Classes in the pool, multiplied by its 25 bather capacity, equals 375 participants. Total Group Class Participant Weekly Capacity is 775.*

Total Group Class Participant Weekly Capacity	Fee
1 to 500	$545
Between 501 and 1000	$708
Between 1,001 and 1,500	$829
Between 1,501 and 2,000	$951
Between 2,001 and 3,000	$1,279
Between 3,001 and 4,000	$1,440
4,001 and greater	35 cents per participant

2. **Ambient Uses:** If Group Classes are held at the Premises, the Ambient Uses fee shall **not** apply.

Total Square Footage of Premises	Fee
Up to 3,750	$383
Between 3,751 and 10,000	$448
10,001 or greater	$514

3. **Virtual Classes:** If Virtual Classes are available at the Premises, the Virtual Classes fee is $321.00.

4. **Social Events**:

Number of Social Events in the Contract Year	Fee
Up to 3:	$166
4 to 12	$487
More than 12	$744

DISCOUNTS

The following discounts may apply (each discount, if applicable, is applied separately against the total Fees):

Chains: For licensees that operate fitness clubs with ten or more Premises, the amounts payable to ASCAP shall equal the total Fees calculated in accordance with the applicable Operating Policy for each Premises discounted as follows:

Number of Premises	Discount
Between 10 and 500	5%
501 or greater	10%

Health and Fitness Association (fka IHRSA) Membership: During the term of the discount program between ASCAP and Health and Fitness Association, the total Fees for licensees that are Health and Fitness Association members in good standing shall be discounted by 10% for the Initial Term and by 5% for each Renewal Term.

FITNESS - INSTRUCTOR

ASCAP GENERAL LICENSE AGREEMENT – FITNESS INSTRUCTOR

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "License Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, 14th Floor, New York, NY 10107, and _____, _____ ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined shall have the meanings ascribed them in the Additional Terms and Conditions attached hereto and made part hereof.

Article 1. Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "ASCAP Terms of Use" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms.

1.4. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.5. "Contract Year" means a twelve-month period during the Term measured from the Effective Date or any anniversary thereof (*i.e.*, the Initial Term or any Renewal Term).

1.6. "Fee Payment Date" has the meaning ascribed in Section 4.2.

1.7. "Fees" has the meaning ascribed in Section 4.1.

1.8. "Fitness Classes" means fitness instruction classes, such as, without limitation, yoga, aerobics and Pilates classes, that are organized, operated, controlled and taught solely by Instructor, each of which lasts for no longer than 90 consecutive minutes and the capacity of which is limited to no more than 50 participants.

1.9. "Fitness Facility" means a premises or location which is used primarily for the making available of fitness activities, such as fitness gyms, clubs and studios.

1.10. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.11. "Initial Term" has the meaning ascribed in Section 6.1.

1.12. "Instructor" means solely the following individual:

_____

1.13. "Music Uses" means the performance of recorded music, including through the use of a DJ, solely during the course of Fitness Classes at the Premises.

1.14. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.15. "Payment Preferences" has the meaning ascribed in Section 4.2.

1.16. "Premises" means all physical room or defined space locations in the Territory, whether indoors or outdoors, utilized by Instructor for the provision of Fitness Classes.

1.17. "Rate Schedule" means the schedule of license fees for an applicable calendar year attached hereto as Schedule A.

1.18. "Renewal Term" has the meaning ascribed in Section 6.1.

1.19. "Term" has the meaning ascribed in Section 6.1.

1.20. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.21. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic

public performances of the ASCAP Repertory (or any part thereof) solely during Fitness Classes at the Premises and solely in connection with the Music Uses.

2.2. License Limited to Non-Dramatic Performances. This license is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions.

2.3. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.4. State Disclosure Statutes and Related Information. Schedule B hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. License Limited to the Premises. Nothing in this License Agreement shall be construed to (a) grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance (b) grant to Licensee the right to perform publicly the ASCAP Repertory (or any part thereof) (i) during any Fitness Classes where such public performances are otherwise subject to a separate license granted by ASCAP and/or (ii) at any Fitness Facility.

3.3. Eligibility Requirements. This license is limited to public performances in the course of Fitness Classes that occur (a) in multiple Premises throughout a Contract Year and (b) no more than 10 times in any single calendar week (measured from Sunday through Saturday) during the Term (the "Eligibility Requirements"). Licensee shall promptly provide ASCAP with written notice in the event Licensee's Fitness Classes fail to meet the Eligibility Requirements at any time during the Term. Licensee represents, warrants and covenants that it expects to, and shall meet, the Eligibility Requirements throughout the Term of this License Agreement and that all information provided by it in connection with this License Agreement is true and correct. In the event Licensee's Fitness Classes fail to meet the Eligibility Requirements at any time during the Term, ASCAP reserves the right to immediately terminate this License Agreement.

Article 4. Fees and Payment.

4.1. Fees. In consideration of the rights granted in this License Agreement, for each Contract Year during the Term, Licensee shall pay the amount set forth on the Rate Schedule for the applicable calendar year (the "Fees"). ASCAP shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year during the Term prior to the commencement of such calendar year. The fees and charges set forth on such Rate Schedule shall not exceed the corresponding fees and charges set forth in the then-current Rate Schedule by an amount greater than the increase in the Consumer Price Index-All Urban Consumers (CPI-U) during the twelve-month period concluding in the October of the then-current calendar year.

4.2. Payment of Fees. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee shall pay to ASCAP the applicable Fees (including all applicable taxes and levies as described below) for the Initial Term upon execution of this License Agreement and for each Renewal Term, on the first day of such Renewal Term (each such due date, a "Fee Payment Date"). If paying Fees via a credit, debit or other payment card, payment shall be made using the payment method associated with Licensee's User Account (the "Payment Preferences").

4.3. Late Payments. If payment is not received by ASCAP on or before the applicable Fee Payment Date, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

4.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable

taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax, provided that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

4.5. Acknowledgement of Fees; No Refunds or Credits. Except as otherwise expressly agreed by ASCAP, all Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection with any early termination of this License Agreement, partial or unused services or rights licensed hereunder, or any other product or service, in whole or in part. The Fees are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and specifically exclude the value of any rights and interests in such Musical Works that are owned and/or controlled by any other third-party rights holder, including Broadcast Music, Inc., SESAC Inc. and Global Music Rights. Licensee agrees that neither ASCAP nor any ASCAP Member shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory for the rights granted to Licensee, and as between ASCAP and Licensee, Licensee shall be responsible for any such accounting.

Article 5. Services Made Available Via the ASCAP Website.

5.1. Licensee's User Account. ASCAP may provide Licensee with the ability to access certain services relating to this License Agreement on the ASCAP Website via Licensee's User Account, *e.g.*, payment of Fees, notice relating to any changes relating to Licensee. Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP Website and Licensee's User Account are subject to this Article 5.

5.2. Recurring/Automatic Billing Services on the ASCAP Website via Licensee's User Account. If Licensee has selected or enrolled in ASCAP's Autopay feature that may be made available on the ASCAP Website, via Licensee's User Account, then unless and until Licensee cancels or disables the Autopay feature in Licensee's account profile available at **www.ascap.com/mylicense,** Licensee acknowledges and agrees that ASCAP may automatically charge Licensee no more than 30 days in advance of each Fee Payment Date the applicable Fees for the continued right to perform publicly the Musical Works in the ASCAP Repertory and Licensee hereby agrees to pay such Fees, which may be billed via the payment card that Licensee has provided to ASCAP and associated with Licensee's User Account. The Fees charged will be the same as those charged on the immediately preceding Fee Payment Date, unless subject to increase as permitted and described in this License Agreement.

ASCAP will notify Licensee in advance of each Fee Payment Date of the amount that will be charged to Licensee's payment card account and Licensee is solely responsible for ensuring that Licensee's user profile and payment card account information is accurate, complete and up to date. Licensee acknowledges and understands that Licensee's authorization to use the Autopay feature to pay the Fees on an automatic, recurring basis is entirely optional and not required to maintain Licensee's account or license with ASCAP. However, if ASCAP is not able to secure payment of the applicable Fees from Licensee's designated credit, charge or debit card payment account for the payments required, due to, but not limited to, inaccurate information, expired card account or insufficient or uncollected funds in the debit account provided by Licensee, ASCAP may discontinue processing the recurring charges and cancel Licensee's enrollment in the Autopay feature. Cancelling or disabling the Autopay feature for any reason shall not and does not relieve Licensee of the obligation to make required Fees or other payments under this License Agreement.

Licensee may disable the Autopay automatic billing feature at any time, by modifying Licensee's Payment Preferences in the Licensee User Account profile at www.ascap.com/mylicense.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD ACCOUNT, THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP AS PROVIDED ABOVE; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT ASCAP IS UNABLE TO OBTAIN THE REQUIRED FEES, ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

Article 6. Term and Termination.

6.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of twelve months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). Thereafter, this License Agreement shall automatically renew for additional, successive twelve-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

6.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in

whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that such termination shall not be effective if Licensee's breach has been cured prior to the expiration of such 30-day period.

6.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

6.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates, its operations or the Premises are located which is applicable to the licensing of performing rights.

6.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 7. INDEMNIFICATION; DISCLAIMER; WAIVER.

7.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the provision of Fitness Classes at the Premises, 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 License Agreement. 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 Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (z) each ASCAP Indemnitee 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.

7.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

7.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND THE RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS OF THE FOREGOING, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth herein, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email. ASCAP's email address for notices is glcs@ascap.com. Licensee's email address for notices is _____.

Article 9. Arbitration

Any dispute arising out of or related to this License Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the state courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

Article 10. Miscellaneous.

This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, to any person or entity without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third-party beneficiaries, actual or intended, pursuant to this License Agreement. This License Agreement shall be governed by the law of the State of New York and Licensee irrevocably submits to the jurisdiction of the courts of New York State, situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this License Agreement shall be in writing and not be unreasonably withheld. This License Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this License Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This License Agreement constitutes the entire agreement between Licensee and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Section 2.3, Article 4, Article 5, Section 6.5, Article 7, Article 8, Article 9 and this Article 10 shall survive the cancellation, expiration or termination of this License Agreement.

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IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		_____	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

Schedule A

2026 ASCAP RATE SCHEDULE FOR FITNESS INSTRUCTORS

The License Fee for 2026 shall be $226.00.

FOOTBALL

Arena Football Team

LICENSE AGREEMENT –
ARENA FOOTBALL TEAM LICENSE

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203 and

("LICENSEE") as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year commencing on the first day of the first "Season" specified in the rate schedule annexed hereto and made a part hereof (as said rate schedule defines the term "Season"), and continuing thereafter for additional renewal terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at ("the premises"), and not elsewhere, nondramatic 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 license 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 the 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 is limited to nondramatic 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee for each Season during the term hereof, as set forth in the rate schedule annexed hereto and made a part hereof, based on "LICENSEE'S Operating Policy" (as hereinafter defined), payable thirty days before the start of each Season. The term "LICENSEE'S Operating Policy", as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said rate schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy incorporated in the rate schedule annexed hereto is true and correct for the Season specific in said Statement, and agrees to furnish to SOCIETY a current Statement of Operating Policy no later than thirty days prior to the commencement of subsequent Seasons within any renewal term of the license.

4. Changes in Licensee's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior notice of any change in LICENSEE'S Operating Policy for the premises. For purposes of this agreement, a change in LICENSEE'S Operating Policy shall be one in effect for no less than thirty days.

(b) Upon any such change in LICENSEE'S Operating Policy resulting in an increase in the license fee, based on the annexed rate schedule, LICENSEE shall pay said increased license fee, effective as of the initial date of such change, whether or not notice of such change has been given pursuant to paragraph 4(a) of this agreement.

(c) Upon any such change in LICENSEE'S Operating Policy resulting in a reduction of the license fee, based on the annexed rate schedule, LICENSEE shall be entitled to such 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 notice of such change. If LICENSEE fails to give such prior notice, any such reduction and credit shall be effective thirty days after LICENSEE gives notice of such change.

(d) In the event of any such 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.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. 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, 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.

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 the 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.

7. 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 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.)

ARENA FOOTBALL TEAM

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name: _____

License Fee Per Home Game

2026 Season $556.00

The term "Game" shall mean each Arena Football Team game played in its entirety or as deemed a "game" under League Rules

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called pre-season and post-season Home Games, to the date of the last championship game.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Arena Football Team game. However, it is not applicable to musical events (such as live concerts) presented before or after Arena Football Team game on that date. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee hereunder for attendance for each calendar year commencing 2027, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

2026 Season Start Date: ☐☐/☐☐/☐☐☐☐ **and Season End Date:** ☐☐/☐☐/☐☐☐☐

1) **Number of Home Games for the Above Season:** ☐☐

2) **Applicable Rate per Home Game for Above Season:** **x $556.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

FOOTBALL
PROFESSIONAL FOOTBALL
NFL – Individual Team

License Agreement
Professional Football

Agreement between American Society of Composers, Authors and Publishers ("Society"), located at 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 commencing on the first day of the first "Season" (as hereinafter defined) and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

("the premise"), 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. The term "Season" as used in this Agreement, shall be deemed to mean the period of time within which all National Football League games are played, from the first "exhibition" or "pre-season" game through the last game played (currently the Pro Bowl).

(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 terminate this Agreement by giving notice not less than thirty days prior to the end of the initial term or any renewal term. If such notice is given the Agreement shall terminate on the last day of the 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 the 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 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, pantomine, 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.

3. License Fees

(a) The rates for each subsequent Season will be adjusted in accordance with the increase in the Consumer Price Index (National, All Items) between the preceding June and the next preceding June.

(b) Annual license fees hereunder are to be rounded to the nearest $.50 and are payable thirty days prior to the start of each Season.

(c) License fees payable hereunder cover the use of live and mechanical music in conjunction with each National Football League game. However, it is not applicable to music events (such as live concerts) presented before or after the game on any date. In such circumstances, Society's concert rate schedule shall apply.

(d) In the event that Licensee's payment of fees under this Agreement causes Society to incur a liability to pay a gross receipts, sales, sue, business use or other tax which is based on the amount of Society's receipts from Licensee, the number of Licensees of Society, or any similar measure of Society's activities, and

(i) Society has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) Society is permitted by law to pass through such tax to is licensees, Licensee shall pay to Society the full amount of such tax.

4. Breach of 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 nay 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; of

(b) any substantial increase in the cost to the 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 notices 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 Society and Licensee this ____ day of _____,_____.

American Society of Composers, Authors and Publishers

By: _____

_____
Title

_____
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.)

2025/2026 SEASON
RATE SCHEDULE

NATIONAL FOOTBALL LEAGUE

$666.00 Per Home Game

The term "home game" shall mean each professional football game played in its entirety or as deemed a "game" under League Rules and in which licensee is designated the home team.

The term "Season" shall mean the period of time within which all National Football League games are played, from the first "exhibition" or "pre-season" game through the last game played (currently the Pro Bowl).

This Rate Schedule only applies to performances of live and mechanical music presented in conjunction with home games. It does not apply to musical events (such as live concerts) presented before or after any home game(s). For such musical events, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2026 - 2027 SEASON AND THEREAFTER

The license fee for the 2026 - 2027 Season and each subsequent Season shall be the license fee for the preceding Season, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding June and the next preceding June, rounded to the nearest .50 cents. If the CPI-U for June for either applicable year is not available, the increase, if any, will be based on the last month preceding June for which the CPI-U for each applicable year is available.

STATEMENT OF LICENSEE'S OPERATING POLICY

1) Number of home games for 2025/2026 Season: _____

X

2) License fee per home game for 2025/2026 Season $ **666.00**

3) Annual License Fee (multiply line 1 by line 2): $_____

CERTIFICATE

I hereby certify that the foregoing Statement of Licensee's Operating Policy is true and correct as of this _____ day of _____, 201__.

Licensee Name	**ASCAP Account Number (9 digit number)**
Name and Title of Person Completing Form (Please Print)	**Signature**

Phone No.	**Fax No.**	**E-Mail Address**

ASCAP Toll Free: 1-800-505-4052

FUNERAL ESTABLISHMENTS
Groups of Ten or More

LICENSE AGREEMENT –
FUNERAL ESTABLISHMENTS
(GROUPS OF TEN OR MORE)

AGREEMENT between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

_____ ("LICENSEE"), located at

_____,

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly at any place where funeral services are conducted by "licensed establishments" (as hereinafter defined) operated by funeral firms which are "licensed members" (as hereinafter defined) ("the premises") and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. The term "licensed members" means those funeral firms which are members of LICENSEE and which have authorized LICENSEE to act on their behalf with respect to this Agreement. The term "licensed establishments" means those individual establishments operated by licensed members and specified on Schedule "A", to be annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided.

(b) This license shall be 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. Either party may, on or before ninety 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 shall terminate on the last day of the term in which notice is given.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the licensed establishments, other than by means of music-on-hold telephone systems operated by licensed members and at licensed establishments.

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

(d) This license does not extend to any establishment(s) not specified on Schedule "A".

(e) This license shall only be effective if ten or more establishments are licensed hereunder; and, if during the term hereof the number of establishments licensed hereunder decreases to fewer than ten, LICENSEE shall promptly notify ASCAP and this license shall terminate at the end of the then current calendar year.

(f) This license is limited to LICENSEE, licensed members, licensed establishments, the premises, and performances occurring in the course of and as part of funeral services conducted by licensed establishments.

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

(h) 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:

(v) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
(vi) 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;
(vii) 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;
(viii) 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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof.

(b) LICENSEE shall furnish reports to ASCAP on or before March 1 of each year during the term hereof, which shall include: (A) a list identifying each licensed member and each licensed establishment operated by each such member as of that date, including the address and telephone number of each such establishment, which list shall be deemed incorporated in this Agreement as Schedule "A"; and (B) the total license fee due for all licensed establishments operated by all licensed members for the current calendar year.

(c) LICENSEE shall pay ASCAP the license fees due hereunder on or before March 1 of each year for the current calendar year as shown by the report due on that date.

(d) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(e) If LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, and (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to ASCAP the full amount of such tax.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may give LICENSEE thirty days notice to cure such breach or default, and in the event such breach or default has not been cured within said thirty days, ASCAP may then forthwith terminate this license upon notice to LICENSEE and to each licensed establishment as then specified on Schedule "A".

5. Interference with ASCAP's Operations

In the event of:

a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE, any licensed member(s), or any licensed establishment(s) are located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to ASCAP 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,

ASCAP shall have the right to terminate this Agreement with respect to LICENSEE, licensed members or licensed establishments, as the case may be, forthwith by notice to LICENSEE 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.)

FUNERAL ESTABLISHMENTS

2026 Rate Schedule

GROUPS OF 10 OR MORE

ANNUAL LICENSE FEE FOR EACH LICENSED ESTABLISHMENT FOR CALENDAR YEAR 2026

NUMBER OF LICENSED ESTABLISHMENTS

Number of Establishments	Rate Per Establishment
Fewer than 100	$306.00
100 to 499	$273.00
500 to 999	$248.00
1000 to 1,499	$226.00
1,500 to 1,999	$199.00
2,000 to 3,999	$157.00
4,000 to 8,999	$146.00
9,000 or more	$135.00

Annual License Fee For Calendar Years 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

FUNERAL ESTABLISHMENTS
Individual - Nine or Less

LICENSE AGREEMENT - INDIVIDUAL FUNERAL ESTABLISHMENTS

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

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 a license to perform publicly at any place where funeral services are conducted by LICENSEE's funeral establishment located at

(the "Licensed Establishment") 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 license shall be 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. Either party may, on or before ninety 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 shall terminate on the last day of the term in which notice is given.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof.

(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 Licensed Establishment, other than by means of music-on-hold telephone systems operated by LICENSEE at the Licensed Establishment.

(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 LICENSEE, the Licensed Establishment, and performances occurring in the course of and as part of funeral services conducted by the Licensed Establishment.

(e) This license is limited to 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 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.

3. License Fees 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 annexed hereto and made a part hereof.

(b) LICENSEE shall pay SOCIETY the license fees due hereunder on or before January 20 of each year for the current calendar year.

(c) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(d) 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.

(e) If LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may give LICENSEE thirty days notice to cure such breach or default, and in the event 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.

5. Interference with 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 or the Licensed Establishment are 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 notice to LICENSEE 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.)

INDIVIDUAL FUNERAL ESTABLISHMENTS

2026 Rate Schedule

Annual License Fee For Calendar Year 2026

The annual license fee for calendar year 2026 shall be $340.00 per funeral establishment

Annual License Fee For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052

GENERAL LICENSE AGREEMENT

Rate Schedules used with the General License:

Helicopter
Mechanical Music
Museum

GENERAL LICENSE AGREEMENT

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

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 each of the locations specified in Schedule "A", annexed hereto and made a part hereof, as said schedule may be amended as hereinafter provided ("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) LICENSEE agrees to give SOCIETY notice in advance of any additional premises owned or operated by LICENSEE where music is to be performed during the term hereof, and Schedule "A" shall thereafter be deemed amended to include such additional premises. Such notice shall include all information as to "LICENSEE'S Operating Policy" (as hereinafter defined) required for each of the premises by this agreement.

(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, and is limited to the 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 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, based on "LICENSEE'S Operating Policy" (as hereinafter defined) for each of the premises, payable quarterly in advance on January 1, April 1, July 1 and October 1 of each year. The term "LICENSEE'S Operating Policy", as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to each of the premises under said rate schedule.

(b) LICENSEE warrants that the Statement of LICENSEE'S Operating Policy annexed hereto for each of the premises is true and correct.

(c) Said license fee totals $frmAnnualRate annually, based on the facts set forth in said Statement(s) of LICENSEE'S
Operating Policy.

4. Changes in Licensee's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior notice of any change in LICENSEE'S Operating Policy for any of the premises. For purposes of this agreement, a change in LICENSEE'S Operating Policy shall be one in effect for no less than thirty days.

(b) Upon any such change in LICENSEE'S Operating Policy resulting in an increase in the license fee, based on the annexed rate schedule, LICENSEE shall pay said increased license fee, effective as of the initial date of such change, whether or not notice of such change has been given pursuant to paragraph 4(a) of this agreement.

(c) Upon any such change in LICENSEE'S Operating Policy resulting in a reduction of the license fee, based on the annexed rate schedule, LICENSEE shall be entitled to such 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 notice of such change. If LICENSEE fails to give such prior notice, any such reduction and credit shall be effective thirty days after LICENSEE gives notice of such change.

(d) In the event of any such 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.

(e) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. 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, 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.

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.)

MECHANICAL MUSIC ON HELICOPTERS

2026 Rate Schedule and Report Form

Account Number: Premise Name:

1. Audio Uses

$324.00 per year, per helicopter, for the first 25 helicopters.
$293.00 per year, per helicopter, for each additional helicopter.

2. Audio Visual Uses

$488.50 per year, per helicopter, for the first 25 helicopters.
$433.50 per year, per helicopter, for each additional helicopter.

The rate for audio-visual uses shall apply if a helicopter performs by means of both audio and audio-visual uses. In the event that there are some helicopters with audio-only and some helicopters with audio-visual uses, the latter shall be counted first in determining the rate.

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for the calendar year 2026. 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

*** For seasonal licenses, the rates for periods up to four months of operation are 1/2 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.

Total Rate Based on Above Policy: $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MECHANICAL MUSIC

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

This Rate Schedule is applicable to the use of Mechanical Music only, in establishments that do not serve food or drink.

Annual License Fee For Calendar Year 2026

Audio Only Uses*:
- $324.00 Up to 3 speakers
- $ 67.00 Each additional speaker
- Maximum license fee $2,715.00

Audio-Visual Uses*:
- $488.50 Up to 3 speakers
- $ 99.00 Each additional speaker
- Maximum licensee fee $4,097.00

*The rate for audio-visual uses shall apply if a location performs by means of both audio and audio-visual uses.

Annual License Fee For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

2026 Statement of Licensee's Operating Policy

Number of speakers: ☐☐☐☐☐☐☐☐☐ Audio: ☐☐☐☐☐☐☐☐ Audio Visual: ☐☐☐☐☐☐☐☐

Rate Based on Above Policy: $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MUSEUMS

Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

MECHANICAL MUSIC ONLY

This Rate Schedule is applicable to the use of mechanical music throughout the museum.

- Two Dollars ($2.00) per day of operation in the contract year.

MECHANICAL MUSIC AND SHOW

This Rate Schedule is applicable to the use of mechanical music and show throughout the museum.

- Five Dollars ($5.00) per performance for the first twenty-five (25) performances in the contract year.
- Four Dollars ($4.00) per performance for the twenty-sixth (26) and each performance thereafter in the contract year.

****

MECHANICAL MUSIC ONLY (Complete A Only)

A. NUMBER OF DAYS OF OPERATION _____ @ $2.00 PER DAY: $_____

MECHANICAL MUSIC AND SHOW (Complete A, B and C)

B. NUMBER OF PERFORMANCES (1-25) _____ @ $5.00 PER PERFORMANCE: $_____

C. NUMBER OF PERFORMANCES (26+) _____ @ $4.00 PER PERFORMANCE: $_____

RATE BASED ON ABOVE POLICY: (A. + B. + C.) $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

HALLS OF FAME, WAX MUSEUMS AND SIMILAR ESTABLISHMENTS

LICENSE AGREEMENT – HALLS OF FAME, WAX MUSEUMS AND SIMILAR ESTABLISHMENTS

Agreement between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts for a one year term 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 the Hall of Fame, Wax Museum or similar establishment known as located at

and at public relations performances presented outside of said Hall of Fame, Wax Museum or similar establishment but in connection with said for which public relations performances no fee is paid to LICENSEE and no direct or indirect admission charge is made (collectively "the premises"), and not elsewhere, nondramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP and of which ASCAP 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 license shall terminate on the last day of the term in which notice is given.

2. Limitation 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 ASCAP'S repertory to persons outside of the premises.

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

(d) This license shall extend to nonvisual background music performed on the premises and furnished by a background music service holding a license from ASCAP which authorizes performances on the premises of subscribers to such a service.

(e) This license does not authorize performances in any hotel or motel situated within the premises.

(f) This license is limited to nondramatic 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, pantomine, 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.

3. License Fees

(a) In consideration of the license herein granted, LICENSEE agrees to pay ASCAP for each calendar year of the term hereof the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof.

(b) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more following written notice by ASCAP, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

4. Report and Payments

(a) LICENSEE shall estimate and pay the estimated license fee for the first season of this Agreement upon the execution of this Agreement. LICENSEE shall estimate and pay the estimated license fee for each subsequent season no later than July 15 of each year.

(b) Within sixty (60) days after the premises are closed to the public at the end of each season, or not later than February 28 of the following year if the premises are open year-round or for the Christmas holiday season, LICENSEE shall furnish ASCAP

with a statement certified by an officer or independent auditor of LICENSEE, setting forth LICENSEE's total attendance, total live music entertainment costs as defined in the attached rate schedule, and total fee due.

(c) If the fee due ASCAP for any calendar year is greater than the estimated fee previously paid, LICENSEE shall pay the difference with the certified statement. If the fee due ASCAP for any calendar year is less than the estimated fee previously paid, ASCAP shall apply the excess payment as a credit against the payment due for the following year or at LICENSEE's option, promptly after receipt of a notice from LICENSEE in the form of a written request, shall refund any over-payment to LICENSEE.

5. Audits

(a) ASCAP shall have the right by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any and all statements rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.

(b) ASCAP shall give LICENSEE not less than thirty days written notice of its intention to make such an examination.

(c) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at the request of LICENSEE, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. 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. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP's right to audit for the full three calendar years preceding the year in which notification was given.

(d) In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(e) In the event any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1% per month from the date ASCAP demands payment of such amount.

6. 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.

7. Indemnification

(a) ASCAP agrees to indemnify, save and hold LICENSEE harmless and defend LICENSEE from and against any claim, demand or suit that may be made or brought against it with respect to renditions given on LICENSEE'S premises during the term hereof in accordance with this license, of the separate musical compositions copyrighted or composed by members of ASCAP and in ASCAP'S repertory at the time of LICENSEE's performance thereof.

(b) In the event of the service upon LICENSEE of any notice, process, paper or pleading, under which a demand or action is made or begun against LICENSEE on account of any such matter as is hereinabove referred to, LICENSEE shall promptly give ASCAP written notice thereof, and simultaneously therewith deliver to ASCAP any such notice, process, paper or pleading, or a copy thereof, and ASCAP at its own expense shall have sole charge of the defense of any such action or proceeding. 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 or proceeding and with whom counsel for ASCAP shall cooperate. LICENSEE shall cooperate with ASCAP in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds or other instruments, but at the sole expense of ASCAP, that may be required in order to properly to defend and resist any such action or proceeding, and prosecute any appeals taken therein.

8. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP 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 ASCAP 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,

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

9. Notices

All notices required or permitted hereunder shall be duly and properly given if, in writing, and

(a) mailed by certified United States mail sent to the other party;

(b) sent by electronic transmission (i.e. facsimile, Mailgram or similar transmission), provided that a copy of such notice shall also be sent by United States mail; 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.

10. Miscellaneous

This Agreement constitutes the entire understanding between the parties with respect to the terms hereof and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York.

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.)

HALLS OF FAME, WAX MUSEUMS AND SIMILAR ESTABLISHMENTS
2026 RATE SCHEDULE

I. ANNUAL FEE

The annual fee for the premise shall be computed on the following basis: (I) the fee per attendee, plus (II) one percent (1%) of "live music entertainment costs" (as hereafter defined).

A. For calendar year 2026, the annual fee per person based upon attendance shall be $0.0094.

B. The term "live music entertainment costs", as used in this Agreement, means direct and indirect expenditures paid by LICENSEE for all live entertainment for the performance of live music in connection with LICENSEE's activities at the premises or off the premises in connection with public relations. The term "live music entertainment costs" shall include:

(i) Salaries and wages for performers of live music. Should a live music performer perform other duties in addition to the performance of live music, then only that part of the employee's wages which equals that portion of his or her time spent performing live music, shall be included in live entertainment costs.

(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. Accommodations and services provided directly by the licensee shall have a value of ½ the prevailing rate charged to the public for similar accommodations or services.

(iii) Direct cost of instrument rental or purchase utilized by a live music performer.

(iv) Payments to booking agents, outside production companies or payments to other parties who provide such services relating to the performance of live music entertainment.

Live music entertainment costs shall not include:

(i) Costs of props, scenery, special effects, equipment, or other graphic, design, supply or production costs in connection with the live music entertainment or the maintenance and repairs thereof.

(ii) Costs of operational or other support staff (e.g. technicians for sound, lights and stage).

(iii) Costs of costumes and maintenance, alteration and repair thereof.

(iv) Payments to in-house entertainment directors or any individual involved in the administration and management of live music entertainment.

(v) Costs of acrobatic, animal, magic, comic or other specialty acts performed in conjunction with live music entertainment.

(vi) Development or rehearsal costs.

(vii) Payroll for performers who "lip sync" pre-recorded music and the cost of the pre-record music.

(viii) Cost of fringe benefits such as vacation time, health insurance or pension costs and the employer's portion of payroll taxes.

II. ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

HALLS OF FAME, WAX MUSEUMS AND SIMILAR ESTABLISHMENTS

2026 Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Type of Report: ○ Estimated Report ○ Actual Report

I. COMPUTATION OF LICENSE FEE BASED ON ATTENDANCE

1. TOTAL ATTENDANCE FOR THE REPORT YEAR

2. LICENSE FEE RATE **x 0.0094**

A. LICENSE FEE BASED ON ATTENDANCE $☐☐☐☐☐☐.☐☐
(Line 1 x Line 2)

II. COMPUTATION OF LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS

1. LIVE MUSIC ENTERTAINMENT COSTS DURING THE REPORT YEAR

2. LICENSE FEE RATE **x 0.01**

B. LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS: $☐☐☐☐☐☐.☐☐
(Line 1 x Line 2)

III. TOTAL LICENSE FEE CALCULATION

TOTAL LICENSE FEE DUE (Line I. A. + Line II. B.): $☐☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Website: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: ☐☐

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

HEALTHCARE

HEALTH CARE FACILITIES LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West, Nashville, TN 37203 and

and _____ ("LICENSEE"), located at

_____

_____

as follows:

1. **Grant and Term of License**

(a) SOCIETY grants and LICENSEE accepts a license to perform or cause to be performed publicly at LICENSEE'S "health care facilities" (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) As used in this Agreement,

(i) "Health care facilities" means any location operated by LICENSEE or LICENSEE's subsidiaries which are used as health care facilities for the treatment of illness or provision of health care, having professional medical staff, such as, but not limited to, hospitals, nursing homes, hospices, ambulatory or other health care centers and clinics. "Health care facilities" shall include all spaces within the health care facility location including, but not limited to, patient rooms, operating rooms, recovery rooms, gift shops, lounges and cafeterias. "Health care facilities" shall specifically exclude (1) doctor, dentist, physical/occupational therapist or other professional offices that (y) are not located within a health care facility location described in the first sentence of this subparagraph "(b)(i)" and (z) require special appointments for health care; (2) any location used by LICENSEE for a trade show, convention, exposition except as permitted in Paragraph "2(c)" herein; (3) any health care facility location described in the first sentence of this subparagraph "(b)(i)" that is owned or operated by a "Municipality" (as defined below) or a college or university.

(ii) "LICENSEE'S Operating Policy" means the factors that determine the license fees applicable under the Rate Schedule.

(iii) "Municipality" shall mean a state city, town, village or similar entity and any of its constituent bodies, departments, agencies or leagues, including colleges and universities owned and operated by such entities.

(c) All of LICENSEE's health care facilities shall be specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided.

(d) This license shall be for an initial term commencing _____, and ending 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, and is limited to LICENSEE, LICENSEE'S health care facility location(s).

(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 LICENSEE'S health care facilities, other than by means of music-on-hold telephone system(s) operated by LICENSEE at LICENSEE'S health care facilities.

(c) This license does not authorize any performance as part of any conference, congress, consumer show, convention, exposition, industrial show, institute, meeting, public show, seminar, trade show or other similar activity, unless such activity is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely at LICENSEE'S health care facility location(s), and is not open to the general public.

(d) 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.

(e) This license is limited to 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

In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fees as set forth in the Rate Schedule, attached to and made a part of this Agreement, and based on "LICENSEE'S Operating Policy."

4. Reports

(a) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement and on or before January 31 of each succeeding year, on forms supplied free of charge by SOCIETY.

(b) The report to be submitted upon entering into this Agreement shall state for LICENSEE'S health care facility locations(s) specified on Schedule "A", the total number of LICENSEE'S beds at each health care facility location as of that date; and the license fee due for that year.

(c) The reports to be submitted on or before January 31 of each succeeding year shall state the address of each of LICENSEE'S health care facility locations and the total number of LICENSEE'S beds at each health care facility location as of January 1 of such year, and Schedule "A" shall be deemed amended accordingly; and the total license fee due for all such locations for that year.

(d) If LICENSEE does not submit the annual report, LICENSEE'S prior annual report will be used to determine the license fees for the current calendar year.

5. Payment of License Fees

(a) LICENSEE shall pay SOCIETY the license fees due hereunder as follows:
(i) Upon entering into this Agreement, the license fees due for the first calendar year of this Agreement as shown by the report due at that time; and
(ii) By each succeeding January 31, the license fees for the then current calendar year, and any additional license fees due for the previous calendar year, as shown by the report due on that date.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to SOCIETY by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

6. SOCIETY'S Right to Verify Reports

(a) SOCIETY shall have the right to examine LICENSEE'S books and records to such extent as may be necessary to verify the reports required by this Agreement.

(b) SOCIETY shall consider all data and information coming to its attention as the result of the submission of Statements of LICENSEE'S Operating Policy or other documentation submitted by LICENSEE as completely and entirely confidential.

7. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate the license granted by this Agreement by giving LICENSEE thirty days written notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, said 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.

8. Interference with SOCIETY'S Operations

In the event of:

(a) any major interference in 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 thirty days written notice. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

9. Indemnification

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in SOCIETY'S repertory. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand or suit and agrees immediately to deliver to SOCIETY all papers pertaining to it. SOCIETY shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. 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. SOCIETY'S liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to SOCIETY under this Agreement for the calendar year in which the performance or performances which are the subject of the claim, demand or suit occurred.

10. **Notices**

All notices required or permitted to be given by either party to the other hereunder 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 notify 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 _____

By. _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate title held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

HEALTHCARE FACILITIES

2026 Rate Schedule and Report Form

Account Number:_____ Premise Name:_____

"HEALTHCARE FACILITIES" means any location operated by LICENSEE or LICENSEE'S subsidiaries which are used as healthcare facilities as defined in Para 1(b)(ii) or the License Agreement.

CATEGORY 1. FACILITIES FOR IN-PATIENT CARE

Total Number of All Facilities' Beds	Annual Fee Per Bed
100 or Less Beds	$8.08
101 - 200	$7.68
201 - 300	$7.28
301 and Above	$6.46

CATEGORY 2. FACILITIES FOR AMBULATORY CARE

Number of Facilities	Annual Fee Per Facility
100 or Less	$323.00
Additional Facilities Between 101 and 500	$81.00
Additional Facilities Above 500	$40.00

Schedule A

Category 1. Facilities for In-Patient Care

Total Number of Beds for All In-Patient Facilities _____

Category 1. License Fee $_____

Category 2. Facilities for Ambulatory Care

Total Number of Facilities for Ambulatory Care _____

Category 2. License Fee $_____

Total Fees Due $ ☐☐☐☐☐☐☐☐☐☐.☐☐

(Add Category 1. and 2. License Fees)

*2026 Minimum License Fee Due for In-Patient Care is $565.00, Maximum Fee $217,932.00

Annual License Fee for Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title ☐☐

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: ☐☐ Website: ☐☐

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: ☐☐

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

Hotels & Motels

MUSICAL WORKS LICENSE AGREEMENT FOR HOTELS AND MOTELS

This **ASCAP MUSICAL WORKS LICENSE AGREEMENT FOR HOTELS AND MOTELS** (the "**License Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("**ASCAP**"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and _____, a ☐ Individual Owner ☐ Corporation ☐ Partnership ☐ LLC ☐ Other _____ organized under the laws of _____, with an address at _____. ("**Licensee**") (ASCAP and Licensee are each referred to herein as a "**Party**" and, collectively, the "**Parties**").

Article 1. Definitions.

1.1. "**Affiliate**" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.2. "**Annual Report**" has the meaning ascribed in Section 4.2(b).

1.3. "**ASCAP Consent Decree**" means the Second Amended Final Judgment, dated June 11, 2001, entered in United States v. ASCAP, Civ. Action No. 41-1395 (DJC).

1.4. "**ASCAP Indemnitee**" has the meaning ascribed in Section 9.2.

1.5. "**ASCAP Member**" means any individual or entity that has entered into a membership agreement with ASCAP.

1.6. "**ASCAP Repertory**" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.7. "**ASCAP Terms of Use**" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms.

1.8. "**ASCAP Website**" shall mean www.ascap.com, including any sub-domains thereof.

1.9. "**Co-Owned Work**" means a Musical Work for which the rights and interests to license non-dramatic public performances are controlled by, vested in and/or assigned to ASCAP, on the one hand, and any third-party rightsholder other than the party assigning rights to ASCAP, on the other hand.

1.10. "**CPA**" has the meaning ascribed in Section 4.7(a).

1.11. "**Fees**" has the meaning ascribed in Section 4.1(a).

1.12. "**Foreign Performing Rights Organization**" or "**FPRO**" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis within the Territory.

1.13. "**Initial Term**" has the meaning ascribed in Section 7.1.

1.14. "**Initial Term Report**" has the meaning ascribed in Section 4.2(a).

1.15. "**Initial Term Estimated Live Entertainment Activity Fee**" has the meaning ascribed in Section 4.2(a).

1.16. "**Interim Fees**" has the meaning ascribed in Article 5.

1.17. "**Interim License**" has the meaning ascribed in Article 5.

1.18. "**Interim License Period**" has the meaning ascribed in Article 5.

1.19. "**Licensee Indemnitee**" has the meaning ascribed in Section 9.1(a).

1.20. "**Live Entertainment Activity**" means any activity at the Premises (a) that features live musicians, singers or other performing artists of music (including, but not limited to, DJs and karaoke hosts) and (b) in which a non-dramatic public performance of Musical Works takes place, whether or not such public performance is rendered live or through recorded means.

1.21. "**Live Entertainment Activity Fee**" has the meaning ascribed in Section 4.2(a).

1.22. "**Live Entertainment Expenditures**" means, for any applicable period of time, the aggregate monetary amounts paid by or on behalf and at the express written direction of, Licensee or any of its Affiliates in accordance with Licensee's or its Affiliate's (as applicable) accounting practices maintained in the ordinary course of such entity's business operations to third parties in connection with Live Entertainment Activity including, but not limited to, the fees, compensation and/or value of any goods, services or other consideration paid to any persons whose services are especially and exclusively engaged for the presentation of any such Live Entertainment Activity. The Parties acknowledge and agree that fees, compensation and/or value of any goods, services or other consideration paid to any person who is especially and exclusively engaged for the presentation of Live Entertainment Activity shall be deemed Live Entertainment Expenditures notwithstanding the fact that such person also provides to Licensee incidental services unrelated to such Live Entertainment Activity. For purposes of this License Agreement, Live Entertainment Expenditures shall not include (a) the fees, compensation and value of any goods, services or other consideration paid to a performing artist that is not itself engaging in the public performance of Musical Works and/or any activity that is synchronized to the public performance of Musical Works (*e.g.*, comedian, speaker, lecturer, actor(s) in a play, *etc.*), (b) amounts paid or payable by Licensee or any of its Affiliates in connection with the provision of any employee benefits (*e.g.* pension, insurance, *etc.*) to any person who is especially and exclusively engaged for the presentation of Live Entertainment Activity, and (c) amounts paid to performing rights organizations for the public performance of musical works.

1.23. "**Lodging Room**" means any private guest sleeping room in a Premise that is intended for regular overnight occupancy by members of the public for a fee.

1.24. "**Music Uses**" means (a) Live Entertainment Activity and (b) Recorded Music Activity, individually or collectively as the context may require, that is not Third-Party Licensable Activity.

1.25. "**Musical Work**" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.26. "**Operating Policy**" means the applicable Music Use and other information related to the Premise(s) including, without limitation, number of Lodging Rooms and Live Entertainment Expenditures reported by Licensee to ASCAP, as applicable, in connection with any applicable Annual Report.

1.27. "**Premises**" means the hotel, motel or other commercial lodging establishment in the Territory, and its immediately surrounding vicinity (e.g., outdoor patios, decks, pools, etc.), owned, operated and/or managed by Licensee or its Affiliates and identified in **Schedule A** attached hereto, which is hereby incorporated into this License Agreement by this reference. Hotels, motels or other commercial lodging establishments owned, operated and/or managed by Licensee or its Affiliates that are not identified in **Schedule A** are not covered by or subject to this License Agreement.

1.28. "**Rate Schedule**" has the meaning ascribed in Section 4.1(a).

1.29. "**Recorded Music Activity**" means any activity at the Premises in which a non-dramatic public performance of Musical Works may take place, whether in common areas (including gyms and spas) or Lodging Rooms, by mechanical,

electronic and/or digital means, including, but not limited to: (a) tapes, records, compact discs and other digital audio formats; (b) videocassette, DVD, and other digital audiovisual formats; (c) reception and access of radio and/or television (including cable, satellite and any other form of linear or on-demand audiovisual programming) broadcasts or transmissions, irrespective of the place or origin, method, format, and/or protocols of transmission and delivery; and (d) a music-on-hold telephone system operated by Licensee at or for the Premises.

1.30. "**Recorded Music Activity Fee**" has the meaning ascribed in Section 4.2(a).

1.31. "**Renewal Term**" has the meaning ascribed in Section 7.1.

1.32. "**State Disclosure Statements**" has the meaning ascribed in Section 2.4.

1.33. "**Term**" has the meaning ascribed in Section 7.1.

1.34. "**Territory**" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.35. "**Third-Party Licensable Activity**" means any Live Entertainment Activity and/or Recorded Music Activity that is: (a) produced, presented, promoted, managed, operated, conducted and/or controlled, in whole or in part, by a third party in connection with any conference, congress, convention, exposition, industrial show, institute, meeting, seminar, teleconference, trade show or other business presentation; (b) occurring in any portion, area or subdivision of the Premises that is being operated by or predominantly under the control of a third party pursuant to a lease, license or other agreement with Licensee or, if applicable, the owner of the Premises (if other than the Licensee), or the representative, agent or affiliate of such person or entity, and in which such applicable third party owns, controls and/or operates, regardless of duration, a commercial establishment including, but not limited to, a restaurant, bar, retail store, shopping mall, spa or fitness club, or other similar establishment; and/or (c) made by means of any jukebox, background music service, and/or any service delivered to the Premises by digital means or otherwise (excluding telephone-on-hold), with respect to which such right of public performance in connection therewith is otherwise licensed or licensable through the Jukebox License Office or by ASCAP. For the avoidance of doubt, for purposes of this License Agreement, an activity or event, or series thereof, for which Licensee or its Affiliate acts solely (y) as the agent in a "buy/sell" transaction or (z) primarily to provide booking or ticket/admission sales services shall be deemed a "Third-Party Licensable Activity."

1.36. "**User Account**" means the online user profile and payment account that may be accessed by Licensee or an agent thereof via the ASCAP Website.

Article 2. Licensed Rights.

2.1. Grant of Rights. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of Musical Works in the ASCAP Repertory (or any part thereof) solely at the Premises and solely in connection with one or more Music Uses. For the avoidance of doubt, the license set forth in this Section 2.1 grants to Licensee the right to publicly perform Musical Works in the ASCAP Repertory in connection with all Live Entertainment Activity and Recorded Music Activity at or within the Premises that is not Third-Party Licensable Activity.

2.2. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions, and non-dramatic performances of the Musical Works in the ASCAP Repertory prior to, following or during any intermission of any of the foregoing events identified in this Section 2.2.

2.3. Reservation of Rights. Except for the rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair,

encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.4. State Disclosure Statutes and Related Information. **Schedule D** hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("**State Disclosure Statements**"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license to others, including any Affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. No Right to Reproduce, Copy or Distribute. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.3. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.4. License Limited to the Premises. Except as otherwise provided for in this License Agreement, nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons beyond the Premises by any means, methodology or technology, including broadcasting, telecasting or transmission by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, other than by means of a music-on-hold telephone system operated by or on behalf of Licensee at or for the Premises, without the prior written consent of, or valid license from, ASCAP in each instance.

Article 4. Fees; Reports; Payments.

4.1. Fees; Rate Schedules for Subsequent Calendar Years; Discounts.

(a) Annual Fees. In consideration of the rights granted in this License Agreement, for each calendar year during the Term, Licensee shall pay, solely for the Premises identified in **Schedule A**, an amount calculated by applying the Operating Policy for each Premise to a rate schedule provided by ASCAP (the "**Rate Schedule**"), with the rates applicable as of the Effective Date being those set forth in **Schedule B** attached hereto. For Recorded Music Activity, Licensee shall pay ASCAP the sum of an amount calculated by applying the number of Lodging Rooms for each Premise to the applicable fee set forth in Table B-1 of **Schedule B** (such amount the "**Recorded Music Activity Fee**"). For Live Entertainment Activity, Licensee shall pay ASCAP the Rate set forth on Table B-2 of **Schedule B** corresponding to the sum of Live Entertainment Expenditures for all of the Premises identified in **Schedule A** (such amount the "**Live Entertainment Activity Fee**" and, together with the Recorded Music Activity Fee, the "**Fees**"). The Fees due for each calendar year of the Term shall be calculated separately pursuant to Section I and Section II of **Schedule B**, to the extent applicable.

(b) Annual Rate Schedules. ASCAP shall provide Licensee with the Rate Schedule applicable to each Renewal Term prior to the commencement of such Renewal Term, provided that in no event shall the rates set forth on such Rate Schedule for any Renewal Term exceed the corresponding rates set forth in the then-current Rate Schedule by an amount greater

than the increase in the Consumer Price Index-All Urban Consumers (CPI-U) during the 12-month period concluding in October of the then-current calendar year.

(c) Discount to Annual Fees. For each calendar year during the Term, if the number of Premises identified in **Schedule A** is: (i) greater than 10 and less than 100, a discount of 3% shall be applied to the Fees due for such calendar year and (ii) greater than 99, a discount of 5% shall be applied to the Fees due for such calendar year.

4.2. Reports.

(a) Upon execution of this License Agreement, Licensee shall submit to ASCAP a report setting forth the following information substantially in the form set forth on **Schedule C-1** (such report, the "**Initial Term Report**"): (i) number of Lodging Rooms for each Premise; (ii) an estimate of Live Entertainment Expenditures for each Premise for the period commencing on the Effective Date and continuing through the last day of the calendar year of the Effective Date, if applicable; (iii) the Recorded Music Activity Fee for each Premise, pro rated for the period commencing on the Effective Date and continuing through the last day of the calendar year of the Effective Date; and (iv) the Rate set forth set forth on Table B-2 of **Schedule B** corresponding to the foregoing estimates of Live Entertainment Expenditures (the "**Initial Term Estimated Live Entertainment Activity Fee**").

(b) Thereafter, on or before February 15 of each subsequent calendar year during the Term, Licensee shall submit a report setting forth the following information in the form substantially set forth on **Schedule C-2** (each such report, an "**Annual Report**"): (i) number of Lodging Rooms for each Premise; (ii) the actual Live Entertainment Expenditures for each Premise for the preceding calendar year, if applicable; (iii) the Recorded Music Fee for each Premise for the current calendar year; (iv) any adjustments to the Recorded Music Fee for each Premise for the immediately previous calendar year due to a discontinuance of music pursuant to Section 7.5(a); and (v) the Live Entertainment Activity Fee for the preceding calendar year (*i.e.,* the Rate set forth on Table B-2 of **Schedule B** corresponding to the actual Live Entertainment Expenditures for the preceding calendar year) to serve as an estimated Live Entertainment Activity Fee for the applicable year. Licensee may identify multiple Premises in a consolidated spreadsheet in fulfillment of its obligation to complete either or both **Schedule A** and any Annual Report, identifying the required information by row or column for each Premise.

(c) The Initial Term Report and All Annual Reports shall be (i) accompanied by a certification executed by a duly authorized representative of Licensee or the party submitting such Annual Report on Licensee's behalf, including the operator of any Premise identified in **Schedule A**, stating that the information set forth in such Annual Report (or estimation thereof as applicable) is true and correct to the best of the authorized representative's knowledge after reasonable due diligence and that the Operating Policy and other information reported are in compliance with the terms and conditions hereof, and (ii) submitted via Licensee's portal on ASCAP's website unless otherwise approved by ASCAP for such other means of delivery, such approval not to be unreasonably withheld, conditioned or delayed. ASCAP acknowledges and agrees that a separate Annual Report may be submitted for each Premise, and each Annual Report will be limited to the Premise(s) for which such Annual Report is submitted.

4.3. Payments.

(a) Following execution of this License Agreement and ASCAP's receipt of the Initial Term Report, ASCAP shall promptly issue an invoice to Licensee for each Premise identified in **Schedule A** using the information contained in the Initial Term Report setting forth (i) the Recorded Music Activity Fee due pursuant to the Initial Term Report. and (ii) the Initial Term Estimated Live Entertainment Activity Fee. Licensee will remit payment to ASCAP in accordance with such invoice within 30 days of Licensee's receipt thereof.

(b) Thereafter on or before February 15 of each subsequent calendar year during the Term, Licensee shall deliver to ASCAP a **Schedule A** identifying each Premise for which Licensee seeks a License and an Annual Report for each such Premise. Following ASCAP's receipt of such Annual Report, ASCAP shall promptly issue an invoice to Licensee for each Premise identified in **Schedule A** setting forth (i) the Recorded Music Activity Fee due pursuant to the applicable Annual Report, pro rated in the event of a Premise being operated by Licensee for less than an entire calendar year and any applicable credits to the immediately previous calendar year Recorded Music Activity Fee due to a discontinuance of music pursuant to Section 7.5(a) and (ii) the Live Entertainment Activity Fee for the preceding calendar year, which shall serve as estimated Live Entertainment Activity Fees for the applicable subsequent calendar year. Additionally, in the event that an Annual Report or any information submitted to ASCAP for any applicable calendar year indicates that the amounts paid by Licensee during such year are less than

the Fees due for such year (*e.g.*, as a result of the Live Entertainment Activity Fee for the preceding calendar year being greater than the Live Entertainment Activity Fee for the calendar year immediately preceding such year (or greater than the Initial Term Estimated Live Entertainment Activity Fee if such immediately preceding year was the Initial Term)), the invoice shall set forth the difference as additional amounts due, and in the event that an Annual Report for any applicable calendar year indicates that the amounts paid by Licensee during such year are greater than the Fees due for such year (*e.g.*, as a result of the Live Entertainment Activity Fee for the preceding calendar year being less than the Live Entertainment Activity Fee for the calendar year immediately preceding such year (or less than the Initial Term Estimated Live Entertainment Activity Fee if such immediately preceding year was the Initial Term)), the invoice shall set forth the amount of such overpayment and ASCAP shall credit the overpayment amount to Licensee's account. Licensee shall remit payment to ASCAP within 30 days of Licensee's receipt of such invoice. The payment of any Fees will be subject to the adjustment protocols set forth in **Schedule B**, if applicable. In the event that a Licensee has any credit on account with ASCAP at such time as Licensee is no longer operating any Premise subject to this License Agreement, then ASCAP shall refund to Licensee the amount of such credit within 30 days of ASCAP's receipt of written notice from Licensee that it is no longer operating any such Premise.

(c) ASCAP will apply any and all discounts or credits due Licensee pursuant to the terms of this Agreement, including, but not limited to, Sections 4.1(c), Table B-2, Discounts to Fees, or otherwise, and reflect such discounts or credits on any invoice issued to Licensee.

4.4. Licensee Operating Policy and Fees. Licensee acknowledges that the Fees shall be calculated, subject to Section 4.1(c), in accordance with the applicable Rate Schedule as applied to the Operating Policy for such Premise(s) as of the date of submission of such Operating Policy.

4.5. Late Payments. If payment of any Fee is not made by or for Licensee with respect to any Premise within 45 days of the date on which it was due under this License Agreement, ASCAP may charge Licensee a late payment charge solely for such Premise (but not any other Premise(s) identified in **Schedule A**) equal to one and one-half percent (1.5%) per month, or the maximum rate permitted by New York law, whichever is less, of the Fees due, calculated from the date such Fees were due, excluding any amounts in good faith dispute. Any late payment charges shall be paid by Licensee within 30 days of receipt of an invoice therefor.

4.6. No Refunds or Credits; Value of License. Except as otherwise set forth in this License Agreement or expressly agreed by ASCAP, all Fees are final and nonrefundable. The Fees are based upon the total value solely attributable to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and specifically exclude the value of any rights and interests in such Musical Works that are owned and/or controlled by any other third-party rights holder, including Broadcast Music, Inc., SESAC Inc. and Global Music Rights. Licensee agrees that Licensee: (a) shall not solely rely upon the license granted in Section 2.1 of this Agreement to provide Licensee with all of the rights and interests necessary to publicly perform any of the Co-Owned Works at the Premises in connection with any of the Music Uses during the Term; and (b) is solely responsible for all applicable third-party rights holders' royalties, license fees, clearance costs and any other fees, costs and expenses necessary for Licensee to publicly perform the Co-Owned Works.

4.7. Audit.

(a) During the Term, and for a period of three (3) years thereafter: (i) Licensee or the operators of Premises identified in **Schedule A**, shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with the obligations hereunder with respect to each Premise; and (ii) ASCAP shall have the right, upon 60 days' prior written notice, at its expense and no more than once per calendar year during the Term, to examine and complete an audit of Licensee's books and records for one or more Premises, at any time during customary business hours, in order to verify any statements of Licensee's Operating Policy and any other information provided by Licensee, only to such extent as may be necessary to verify any statements or reports required under this License Agreement. Any such audit shall be conducted by either an independent, certified public accounting firm with a professional ethical obligation of confidentiality, not currently auditing Licensee on behalf of any other third party, and not compensated on a contingency fee basis, pursuant to a nonuse and nondisclosure agreement, or qualified ASCAP personnel, who confirm their ethical obligations of confidentiality and adherence to the highest standards of professionalism, honesty and integrity, such determination to be made in ASCAP's sole discretion. In the event ASCAP determines to conduct the audit via ASCAP personnel, the principal lead shall be a licensed Certified Public Accountant ("**CPA**"), and ASCAP shall designate a member of its Business & Legal Affairs group to serve as liaison between Licensee and ASCAP in connection with any issues

that may arise in the conduct of such audit. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit under this License Agreement shall be limited to the three (3) calendar years before the year in which the audit is commenced. However, if an audit is postponed at Licensee's request, ASCAP shall have the right to audit for the calendar year in which ASCAP first notified Licensee of its intention to audit and the preceding three (3) years.

(c) In the event any such audit shows Licensee to have underpaid the Fees for such Premise(s) by an amount equal to or less than 5%, Licensee shall pay a finance charge solely on the additional Fees due of one and one-half percent (1.5%) per month, or the maximum rate permitted by New York law, whichever is less, from the date(s) ASCAP demands payment of such amount, and, if the underpayment is more than five percent (5%) of the total amount due for the period in question, then Licensee shall pay a finance charge on the additional Fees due of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due. If the underpayment is fifteen percent (15%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable, out-of-pocket costs and expenses actually incurred for the audit by the CPA.

(d) Licensee shall have no liability to ASCAP for any underpayment or non-payment of Fees for any Premise subject to audit pursuant to this Article 4 for any period when such Premise was not owned or operated by Licensee unless Licensee has agreed in writing with the prior owner or operator of such Premise to assume such liability.

Article 5. Termination of Interim License.

The Parties acknowledge that (a) the Parties entered into an interim license letter agreement (the "**Interim License**") for the period commencing as of the effective date of the Interim License (*e.g.,* January 1, 2019) and continuing through and including the date immediately preceding the Effective Date of this Agreement (the "**Interim License Period**"), (b) upon receipt by ASCAP of fees for the Interim License Period, paid in accordance with the terms and conditions of the Interim License (the "**Interim Fees**"), the Interim License shall be deemed terminated as of the Effective Date, and (c) each Party's right to apply to the United States District Court for the Southern District of New York pursuant to the ASCAP Consent Decree for a determination of a reasonable fee for use of the ASCAP Repertory during the Interim License Period shall be deemed waived.

Article 6. Services Made Available Via the ASCAP Website.

6.1. Licensee's User Account. ASCAP may provide Licensee with the ability to access certain services relating to this License Agreement on the ASCAP Website via Licensee's User Account, *e.g*., provision of reports, payment of Fees, notice relating to any changes relating to Licensee or Licensee's Operating Policy. Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including, without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use as of the date Licensee agreed to be bound by such ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP Website and Licensee's User Account are subject to this Article 6. Notwithstanding any provision of the ASCAP Terms of Use, in the event of a conflict between the ASCAP Terms of Use and this License Agreement, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict and in no event may the ASCAP Terms of Use impose any additional liabilities or obligations, including, but not limited to, reporting or payment obligations on Licensee other than those set forth in this License Agreement.

6.2. Recurring/Automatic Billing Services on the ASCAP Website via Licensee's User Account.

(a) If Licensee has selected or enrolled in ASCAP's Autopay feature that may be made available on the ASCAP Website, via Licensee's User Account, then unless and until Licensee cancels or disables the Autopay feature in Licensee's account profile available at **www.ascap.com/mylicense** or by calling ASCAP at the telephone number provided Licensee for that purpose, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each Fee payment date (or in the event any Fee payment date is not a business day, the first business day thereafter) the applicable Fees for the continued right to exploit the rights granted in Section 2.1 hereof and Licensee hereby agrees that such Fees may be billed via the payment card that Licensee has provided to ASCAP and associated with Licensee's User Account. The Fees charged will be the same as those charged on the immediately preceding Fee payment date (or, in the event of the first Fee payment date after the Effective Date, the amount calculated pursuant to Section 4.2(a), unless subject to increase or decrease as permitted and

described in this License Agreement. ASCAP will provide any credit due Licensee pursuant to Section 4.3 for a prior calendar year and reported to ASCAP by March 10th of the current calendar year (or the first business day thereafter if March 10th falls on a weekend) prior to the application of any Autopay feature for the present calendar year.

(b) ASCAP will notify Licensee in advance of each Fee payment date and the amount that will be charged to Licensee's payment card account and Licensee is solely responsible for ensuring that Licensee's user profile and payment card account information is accurate, complete, and up to date. Licensee acknowledges and understands that the authorization to use the Autopay feature to pay the Fees on an automatic, recurring basis is entirely optional and not required to maintain Licensee's account or license with ASCAP. However, if ASCAP is not able to secure payment of the applicable Fees from Licensee's or operator's designated credit, charge or debit card payment account for the payments required, due to, but not limited to, inaccurate information, expired card account or insufficient or uncollected funds in the debit account provided by Licensee, ASCAP may discontinue processing the recurring charges and cancel Licensee's enrollment in the Autopay feature. Cancelling or disabling the Autopay feature for any reason shall not and does not relieve Licensee of the obligation to make required Fee or other payments under this License Agreement nor result in a termination of this License.

(c) Licensee may disable the Autopay automatic billing feature for any Premise at any time, by modifying its Payment Preferences in the Licensee User Account profile at www.ascap.com/mylicense or by calling ASCAP at the telephone number provided to Licensee for that purpose.

(d) FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD ACCOUNT, THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP AS PROVIDED ABOVE; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT ASCAP IS UNABLE TO OBTAIN THE REQUIRED FEES, ASCAP RESERVES THE RIGHT TO TERMINATE THIS LICENSE AGREEMENT BY PROVIDING AT LEAST 30 DAYS' WRITTEN NOTICE TO LICENSEE; PROVIDED, HOWEVER, THAT SUCH TERMINATION SHALL NOT BE EFFECTIVE IF LICENSEE'S BREACH HAS BEEN CURED PRIOR TO THE EXPIRATION OF SUCH 30-DAY PERIOD. IN THE EVENT OF SUCH TERMINATION, ASCAP SHALL REFUND TO LICENSEE ANY UNEARNED LICENSE FEES PAID IN ADVANCE.

6.3. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address location of the Premise(s) and tax rates in effect at the time a transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax that is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax, provided that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter until the last day of the calendar year of the Effective Date, unless earlier terminated in accordance with the terms and conditions set forth herein (the "**Initial Term**"). Thereafter, this License Agreement shall automatically renew for additional, successive one-year periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) or unless earlier terminated in accordance with the terms and conditions herein.

7.2. Termination for Breach. If there is any breach of any provision of this License Agreement by one Party, then the other Party may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) terminate this License Agreement, in whole or in part, by providing at least 30 days' notice to the breaching Party; provided, however, that such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period. In the event of such termination by ASCAP, ASCAP shall refund to Licensee any unearned Fees paid in advance. Notwithstanding the preceding sentence, in the event of a material breach of this License Agreement solely with respect to one or more Premise(s), ASCAP shall be entitled to exercise its right of termination pursuant to this Section 7.2 solely with respect

to such Premise(s) and the Agreement will remain in full force and effect with respect to all other Premises identified in **Schedule A**.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee: (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. In the event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.

7.4. Termination for Interference in ASCAP's Operations. ASCAP shall have the right to terminate this License Agreement upon 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 which is applicable to the licensing of performing rights, provided that ASCAP also terminates the agreements of all other similarly situated licensees of ASCAP. ASCAP shall refund to Licensee any unearned license fees paid in advance. In the event of any termination by ASCAP pursuant to this Section 7.4, Licensee will be deemed to have submitted a license request to ASCAP pursuant to the ASCAP Consent Decree as of the effective date of such termination, the effect of which will ensure no lapse in license coverage by Licensee with respect to Musical Works in the ASCAP Repertory.

7.5. Discontinuance of Music; Cessation of Operation of Premises

(a) Discontinuance of Music Activity.

(i) If Licensee discontinues Recorded Music Activity at any Premise and later resumes Recorded Music Activity at such Premise during any calendar year of this Agreement, the Recorded Music Activity Fee for that Premise for that year shall be adjusted pro-rata based on the number of months in that year in which Recorded Music Activity was provided at such Premise. Licensee shall notify ASCAP of any such discontinuance or resumption of Recorded Music Activity for a given calendar year and shall provide a report showing all the information necessary to determine the appliable adjustment to the Recorded Music Activity Fee for that year to be made in the subsequent year pursuant to Section 4.3(b).

(ii) If Licensee discontinues the use of Live Entertainment Activity at a Premise and later resumes Live Entertainment Activity at such Premise during any calendar year of this Agreement, the Live Entertainment Activity Fee for that Premise for that year shall take into account any applicable reduction of Live Entertainment Expenditures at the Premise for that year.

(iii) For purposes of this License Agreement, a discontinuance shall be one in effect for no less than 30 consecutive days in a calendar year.

(b) Cessation of Operation of the Premises or Performances. Licensee has the right to terminate this License Agreement with respect to any Premise, upon written notice to ASCAP, if Licensee: (i) ceases to operate the Premise; or (ii) ceases the public performance of all music at the Premise for a period of 30 consecutive days. The obligation of Licensee to pay future Fees to ASCAP shall terminate as of the effective date of termination, and any pre-paid Fees for such period shall be refunded or credited to Licensee. Licensee shall continue to be liable for any Fees due, including the pro-rata amount of the then-current calendar year's Fees.

7.6. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. Representations and Warranties.

8.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it has the full corporate right, power and authority to enter into this License Agreement and to perform the acts required of it pursuant to this License Agreement; (b) the execution of this License Agreement and performance of its obligations pursuant to this License Agreement do not and shall not violate any other agreement to which it is a party; (c) this License 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 License Agreement shall be performed in compliance with all applicable laws, rules and regulations.

8.2. The Parties' Additional Representations and Warranties. Licensee represents, warrants and covenants that Licensee shall use commercially reasonable efforts to notify each third party that produces, promotes, sponsors, operates and/or controls any Third-Party Licensable Activity at the Premise(s) that the license granted in this License Agreement does not extend to or otherwise authorize the public performance of Musical Works in the ASCAP Repertory that may be made in the course of such Third-Party Licensable Activity. ASCAP represents, warrants and covenants that ASCAP will look solely to the provider of any Third-Party Licensable Activity, and not Licensee, for the payment of license fees for the public performance of Musical Works in the ASCAP Repertory during the course of such Third-Party Licensable Activity.

8.3. Acknowledgment of Scope of ASCAP Repertory. The Parties acknowledge that it is the Parties' intention that this License Agreement be deemed a "license in effect" and, therefore, the scope of the ASCAP Repertory shall not be materially diminished during the Term as a result of a resignation from ASCAP by an ASCAP music publisher member and/or withdrawal from ASCAP's authority of the right to continue to license to Licensee, as part of the ASCAP Repertory, the non-dramatic public performance of Musical Works controlled by such former ASCAP music publisher member. Any material diminution of the ASCAP Repertory during the Term as a result of any such resignation or withdrawal shall not constitute a breach of this License Agreement by ASCAP and Licensee's sole and exclusive remedy and as ASCAP's sole and exclusive obligation therefor shall be such remedies and obligations set forth in Section 9.1(b).

Article 9. Indemnification; Limitation of Liability.

9.1. ASCAP Indemnification.

(a) ASCAP agrees to defend and handle at its own cost and expense any claim, demand or action against Licensee, its Affiliates and/or its or their officers, directors, employees, representatives, and agents (each an "**Licensee Indemnitee**") based upon or in connection with any claim, demand or action by a third party arising out of any actual or alleged breach of ASCAP's representations, warranties and covenants contained in this License Agreement. 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, demand or action.

(b) Notwithstanding and without limiting the foregoing, ASCAP shall indemnify, defend, and hold the Licensee Indemnitees harmless from and against any claim, demand or action arising during the Term that is asserted against any Licensee Indemnitee by (i) any third party with respect to the non-dramatic public performance of any Musical Works in the ASCAP Repertory during the Term for any Music Uses in the Premises as specifically permitted under this License Agreement, but specifically excluding claims, demands or actions subject to Section 9.2 hereof or (ii) a former ASCAP member alleging copyright infringement of, or any other claim, demand or action related to, any of such former ASCAP member's Musical Works as a result of such former ASCAP member's resignation from ASCAP and alleged withdrawal from ASCAP's authority of the right to continue to license the non-dramatic public performance of such Musical Works to Licensee as part of the ASCAP Repertory as contemplated under this License Agreement. With respect to claims, demands or actions described in subsection (ii) above, Licensee's sole and exclusive remedy and as ASCAP's sole and exclusive obligation therefor, shall be ASCAP's obligation to indemnify, defend, 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, demand or action. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ASCAP'S TOTAL LIABILITY PURSUANT TO THIS SECTION 9.1(b) (EXCLUSIVE OF COSTS ASSOCIATED WITH DEFENSE OF LITIGATION) SHALL NOT EXCEED THE SUM OF THE MAXIMUM AMOUNT OF DAMAGES AND ANY ATTORNEYS' FEES AND

COSTS RECOVERED OR RECOVERABLE BY SUCH FORMER ASCAP MUSIC MEMBER PURSUANT TO SECTIONS 504(a) - (c) AND 505 OF THE U.S. COPYRIGHT ACT.

(c) ASCAP shall have the right to conduct the defense of any claims, demands or actions for which it is obligated to indemnify Licensee Indemnitees pursuant to Section 9.1(a) and Section 9.1(b) and all negotiations for the settlement or compromise of such claims, demands or actions; provided, however, that (i) no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim, demand or action and (ii) each Licensee Indemnitee has the right to participate, at its own expense, in the defense and/or settlement of any such claim, demand or action in order to protect its own interests.

9.2. Licensee Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action brought by a third party against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "**ASCAP Indemnitee**") based upon or arising from: (a) any actual or alleged breach of Licensee's representations, warranties, and covenants contained in this License Agreement; or (b) the Premises, but specifically excluding any claim or action caused by or arising from Licensee's use of the ASCAP Repertory at or for such Premise(s) as specifically permitted pursuant to this License Agreement. 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) based upon or arising from any such claim or action described in the preceding sentence. 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: (d) no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action; and (e) each ASCAP Indemnitee 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.

9.3. Limitation of Liability. EXCEPT FOR (a) ASCAP'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9.1(a) AND SECTION 9.1(b), (b) LICENSEE'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 9.2, (c) ANY DAMAGES INCURRED BY ASCAP AS A RESULT OF LICENSEE'S BREACH OF ITS OBLIGATIONS SET FORTH IN ARTICLE 3, AND/OR (d) CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 10. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth above, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall (a) also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier and (b) any notification of breach of this License Agreement by Licensee shall simultaneously be delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier sent to Licensee. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email. Notice shall be provided to each Operator Contact Person identified for a Premise identified in **Schedule A**. ASCAP shall provide a courtesy copy of any notice provided to Licensee or an Operator Contact Person pursuant to this Article 10 contemporaneously to any third-party notice contact identified by Licensee for a Premise identified in **Schedule A** (e.g., outside counsel) (email being sufficient for such notice), such contemporaneous notice not constituting notice to Licensee pursuant to this Article 10.

Article 11. Miscellaneous.

11.1. Non-Precedential. The terms and conditions set forth in this License Agreement apply for its Term only and are non-precedential and non-prejudicial and shall not be construed, deemed or serve as an admission by either Party with respect to any matter whatsoever or as a precedent in any manner or be deemed acceptable, in whole or in part, in any other agreements, negotiations or understandings, entered into by the Parties and/or any of either Party's respective Affiliates.

11.2. Assignment. Neither Party may assign, convey or otherwise transfer this License Agreement, or any of their respective rights or obligations hereunder, in whole or in part, to any other party without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign its rights and obligations pursuant to this License Agreement, in whole or in part, to an Affiliate 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 the assigning Party. Any attempt to assign, convey or otherwise transfer this License Agreement that does not comply with the foregoing shall be void *ab initio*. This License Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, but no assignment shall relieve the Parties of their respective obligations pursuant to this License Agreement as to performances transmitted, acts done and obligations incurred prior to the effective date of the purported assignment.

11.3. Relationship; No Third-Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. Except for Licensee Indemnitees and ASCAP Indemnitees, there are no third-party beneficiaries, actual or intended, under this License Agreement.

11.4. Counterparts and Interpretation. This License Agreement may be executed in any number of counterparts and by PDF or facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and are not to be considered in construing or interpreting this License Agreement. Each Party has participated substantially in the negotiation and drafting of this License Agreement and each Party agrees that any ambiguity herein should not be construed against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

11.5. Consents. Except as specifically set forth in this License Agreement, all consents, requests and approvals to be given by either Party pursuant to this License Agreement shall (a) be in writing and (b) not be unreasonably withheld, conditioned or delayed. Each Party shall make only reasonable requests pursuant to this License Agreement.

11.6. Amendment; Waiver; Severability. Except as permitted pursuant to Article 7, this License 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. All remedies, rights, undertakings, and obligations contained in this License Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this License 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 License Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

11.7. Governing Law. This License Agreement 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.

11.8. Independent Legal Advice. Each of the Parties has received independent legal advice concerning both the nature of this License Agreement and their legal rights and obligations pursuant to this License Agreement. The Parties have

entered into this License Agreement voluntarily and of their own free will and accord without any threat of force or duress of any kind.

11.9. Survival. The provisions of Sections 2.3, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 7.6, and Articles, 9, 10, and 11 shall survive the cancellation, expiration or termination of this License Agreement.

11.10. Entire Agreement. This License Agreement, together with the Schedules 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 License Agreement or its subject matter that are not expressly set forth in this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

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SCHEDULE A

PREMISES

For each Premise, Licensee to provide the following information:

1) Calendar year for which information provided
2) Operator name
3) Premises name
4) Premises street address
5) Premises city
6) Premises state
7) Premises zip code
8) Mailing address for contacting operator
9) Operator contact person name
10) Operator contact person phone number
11) Operator contact person email address
12) Name of third party (if any) for receipt of Notice
13) Email address of party identified in #12.

Premises may be listed on this form or in a spreadsheet or other document to be attached hereto.

*"**Lodging Room**" means any private guest sleeping room in a Premise that is intended for regular overnight occupancy by members of the public for a fee.

SCHEDULE B
RATE SCHEDULE

Calendar Year 2026

Section I. Recorded Music Activity

Licensee's liability for all public performances of Musical Works in the ASCAP Repertory licensed pursuant to this License Agreement for Recorded Music Activity at each Premise identified in **Schedule A** shall be the ASCAP Annual Fee amount set forth in Column (D) of Table B-1 corresponding to the number of Lodging Rooms at such Premise, subject to any applicable Credit Amounts.

TABLE B-1			
(A)	**(B)**	**(C)**	**(D)**
Class	**Minimum Number of Lodging Rooms**	**Maximum Number of Lodging Rooms**	**ASCAP Annual Fee**
V	1	100	$647
W	101	300	$822
X	301	500	$1,058
Y	501	750	$1,411
Z	751	Unlimited	$1,811

If Licensee reduces occupancy of any Premise as a result of an act of nature, public health emergency, riots or other events outside of the control of Licensee by an amount equal to at least 10% of Lodging Rooms (defined below) in a Premise for more than 30 consecutive days during any calendar year of the Term, then Licensee will be entitled to a credit on Fees due for the next calendar year of the Term equal to the product resulting from the following formula (the "**Credit Amount**"):

Credit Amount = A x B x C

Where:

A = the number of unique Lodging Rooms not made available for rental during the preceding calendar year;

B = the number of consecutive 30-day periods the unique Lodging Rooms were not made available for rental during the preceding calendar year; and

C = Monthly per room fee, calculated by dividing the ASCAP Annual Fee by 12 and dividing the result by the actual number of Lodging Rooms at the Premises.

Licensee shall maintain contemporaneous records indicating the removal of Lodging Rooms from availability for rental and the inability to rent a Lodging Room otherwise available for rental will not entitle Licensee to any credit on Fees.

Examples:

Example 1. If Licensee operates a hotel with 280 Lodging Rooms and due to a public health emergency Licensee is restricted from renting more than 50% of its Lodging Rooms for a period of exactly four (4) months, Licensee would be entitled to a credit for Fees due to ASCAP for the subsequent calendar year in an amount equal to the following:

140 (Lodging Rooms not available) x 4 (consecutive 30-day periods) x $0.2446 =
$137.00

Example 2. If Licensee operates a hotel with 280 Lodging Rooms and due to a public health emergency Licensee is restricted from renting more than 50% of its Lodging Rooms for a period of exactly four (4) months and then, after re-opening at 100% capacity Licensee is forced to close the entire hotel for 2 months due to damage incurred as a result of a hurricane and flooding, Licensee would be entitled to a credit for Fees due to ASCAP for the subsequent calendar year in an amount equal to the following:

[140 (Lodging Rooms not available) x 4 (consecutive 30-day periods for the 140 Lodging Rooms not available) x $0.2446] + [280 (Lodging Rooms not available) x 2 (consecutive 30-day periods) x $0.2446] = **$274.00**

Example 3. If Licensee operates a hotel with 50 Lodging Rooms and due to public health concerns the hotel is only 20% occupied for four (4) consecutive months but the Licensee has made all Lodging Rooms available for rental, Licensee would not be entitled to any credit on Fees due in a subsequent year.

Section II. Live Entertainment Activity

TABLE B-2

LIVE ENTERTAINMENT ACTIVITY FEES
CALENDAR YEAR 2026

Live Entertainment Expenditures	Fee
<10K	$647
10,000 - 24,999	$1,175
25,000 - 49,999	$2,352
50,000 - 99,999	$4,350
100,000 - 139,999	$5,878
140,000 - 179,999	$7,641
180,000 - 249,999	$10,111
250,000 - 349,999	$12,932
350,000 - 449,999	$14,989
450,000 - 599,999	$18,223
600,000 - 999,999	$19,987
1,000,000 - 1,999,999	$25,864
2,000,000 - 2,999,999	$30,448
3,000,000 - 3,999,999	$33,506
4,000,000 - 4,999,999	$38,208
5,000,000+	0.6% of Live Entertainment Expenditures (Example: The Fee for $6,000,000 in Live Entertainment Expenditures would be $44,208 ($38,208 + (.006*$1,000,000))

DISCOUNTS TO FEES

If, at the time payment of Fees are due pursuant to this License Agreement, Licensee (i) is not in breach of any terms or conditions of this License Agreement or any other license agreement with ASCAP, and (ii) provides documentation that it is a current member in good standing of the American Hotel & Lodging Association, ASCAP shall provide a discount to the applicable Fees of 1%.

Schedule C-1

FORM OF INITIAL TERM REPORT

Account Number: _____ Hotel Name:

Initial Term Report Period From: _____ To: _____

AHLA member? O Yes O No If yes, please provide the membership number: _____

* * * *

I certify the above information is true and correct.

Signature:_____

Date:___ /____/_____

Email: _____

E-FILING & E-PAYMENT: To file expenditure report(s) and/or make electronic payment:
www.ascap.com/mylicense
ASCAP Toll Free: 1-800-505-4052
Epayment Websites: www.ascap.com/mylicense or www.ascap.com

Schedule C-2

FORM OF ANNUAL REPORT

Account Number: _____ Hotel Name: _____

Term Report Year: _____

AHLA member? O Yes O No If yes, please provide the membership number: _____

* * * *

I certify the above information is true and correct.

Signature:_____

Date:___ /____/_____

Email: _____

E-FILING & E-PAYMENT: To file expenditure report(s) and/or make electronic payment:
www.ascap.com/mylicense **ASCAP Toll Free: 1-800-505-4052**

Schedule D

STATE DISCLOSURE STATEMENTS AND RELATED INFORMATION

(if applicable)

ICE SKATING RINKS

LICENSE AGREEMENT – ICE SKATING RINKS

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:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at

(the "premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement, "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.

(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 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 the ASCAP 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:

1. performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
2. 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;
3. 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;
4. performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
5. 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, extravaganza, show or live performance for which separate or additional admission is charged or in connection with a competition (e.g. figure or speed skating competitions; but not amateur hockey games).

(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 set forth in the attached Rate Schedule 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) License fees shall be payable on a quarterly basis. 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 by payable in advance on or before January 15, April 15, July 15 and October 15 of each year of this Agreement.

(c) LICENSEE shall pay a finance charge of one and one-half percent (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.

(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 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.

4. Changes in Licensee's Operating Policy

(a) LICENSEE agrees to give ASCAP thirty (30) 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 (30) 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 (30) 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) If LICENSEE discontinues the performance of music at the premises, LICENSEE or ASCAP may terminate this Agreement upon thirty (30) days prior notice, the termination to be effective at the end of such thirty (30)-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 (30) days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, AS CAP 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 (30)-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 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 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.)

ICE SKATING RINKS

2026 Rate Schedule

Account Number: _____ Account Name: _____

Highest Admission Price	Square Footage of Ice Skating Rink		
	Up to 10,000	10,000 to 20,000	Over 20,000
Up to $2.00	$555.00	$756.00	$1,026.00
$2.01 - $5.00	$884.00	$1,325.00	$1,791.00
$5.01 - $10.00	$1,413.00	$2,134.00	$2,873.00
More than $10.00	$2,195.00	$3,286.00	$4,422.00

1) Your Highest Admission Price: **$** _____

2) Your total square footage: _____

3) Determine your ASCAP Annual License Fees: **$** _____

Using the grid above, find your Highest Admission Price, then determine which square footage column your skating rink would fall under. This will determine your ASCAP Annual License Fees.

Fees should be calculated and paid separately for each rink at the premises for which a separate admission is charged. If a single admission is charged for entry to multiple rinks at the same premises, aggregate the square footage of all included rinks for which such admission charge applies.

A. HIGHEST ADMISSION PRICE

The highest normal price of admission to the ice skating rink. This does not refer to the price of admission to extraordinary events at the ice skating rink, which are not regularly scheduled. Highest Admission Price includes all fees included in such price, such as skate rental fees, if such built-in fees are not separately made available.

B. SEASONAL RATES

If the Premise is only open seasonally, the fees due for periods up to four (4) months of operation are one-half (1/2) of the annual license fee. For each additional month or partial month the fee is increased by one-twelfth (1/12) the annual license fee. In no event shall the fees for seasonal performances be more than the annual license fee.

C. DISCOUNTS.

(1) A five percent (5%) discount will be applied to all above rates when the entire annual payment is made in advance on or before January 15th. (2) A separate five percent (5%) discount will be applied to all annual payments made in advance on or before January 15th through the secured ASCAP website.

FEE FOR CALENDAR YEAR 2027 AND BEYOND

The license fee for calendar year 2026 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 dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

Jukebox (Non-Digital) License

ASCAP MUSICAL WORKS LICENSE AGREEMENT

This **ASCAP MUSICAL WORKS LICENSE AGREEMENT** (the "Agreement") is entered into as of the 1st day of _____, ____ (the "Effective Date"), by and between the **AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS** ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and _____("Licensee"), a _____ with offices at _____ (ASCAP and Licensee individually referred to as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.2. "ASCAP Indemnitee" has the meaning ascribed in Section 6.2.

1.3. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.4. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or part, by ASCAP Members or by the members of any FPRO, including, without limitation, Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory at the time such Musical Works were performed via the Licensed Service, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.5. "Audio-Only Content" means digital files, materials and/or content containing Musical Work(s) made available as an audio-only experience (which in each case may contain metadata, graphics, editorial or other information and/or one or more static visual images or thumbnails).

1.6. "Authorized Premises" means a physical location (including adjoining areas such as a deck or patio) owned by, leased or licensed to, under the control of and/or operated by a Customer.

1.7. "Customer" means a third party that is a party to an agreement with Licensee for the right to install and maintain a Jukebox in a physical establishment.

1.8. "Digital Jukebox" means a device or system that (a) employs a medium upon which Audio-Only Content is downloaded and stored and/or transmitted; (b) may be controlled by one or more components that are connected, whether via wireless or wired means, to such device or system; (c) publicly performs Musical Works. For the avoidance of doubt, a device that performs Musical Works solely via physical digital compact discs that are loaded into or contained within the device shall not be deemed a "Digital Jukebox."

1.9. "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has an agreement that authorizes ASCAP to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.10. "Jukebox" means a machine or device that (a) is employed solely for the performance of non-dramatic musical works by means of physical "phonorecords" (as defined by 17 U.S.C. Section 101) upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (b) is accompanied by a list which is comprised of the titles of all the Musical Works available for performance on it, and is affixed to the machine or device or posted in the establishment in a prominent position where it can be readily examined by the public; (c) is located in an establishment making no direct or indirect charge for admission; and (d) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located.

1.11. "Licensed Jukebox" means a Jukebox that is in the possession, custody or control of Licensee or a Customer and that is listed on Schedule A attached and made a part hereof.

1.12. "License Fee Report and Rate Schedule(s)" has the meaning ascribed in Section 3.2.

1.13. "License Fees" has the meaning ascribed in Section 3.1.

1.14. "Licensee Indemnitee" has the meaning ascribed in Section 6.1(a).

1.15. "Musical Work" means any musical composition, including any lyrics or words written to be used with such composition.

1.16. "Term" has the meaning ascribed in Section 4.1.

1.17. "Territory" means the United States of America, its territories, military bases and possessions, and the Commonwealth of Puerto Rico.

Article 2. License Grant.

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, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely via Licensed Jukeboxes located at Authorized Premises within the Territory.

2.2. License Limited to Non-Dramatic Performances. This license is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This license does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play, or like production, as such, in whole or in part; provided, however, this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions

2.3. Limitation on Digital Jukeboxes. Nothing in this Agreement shall be construed to grant to Licensee the right to perform publicly, or authorize Customers to perform publicly, the ASCAP Repertory (or any part thereof) by means of a Digital Jukebox.

2.4. Additional Limitations on License. Except as otherwise expressly provided for herein, nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates, Customers, or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) (a) to persons outside of the Authorized Premises in which an applicable Licensed Jukebox is located by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance; or (b) via any Jukebox that is located in a physical location that charges, whether directly or indirectly, for admission.

2.5. No Right to Sublicense or Redistribute. Except as expressly provided for herein, in no event shall Licensee transfer, convey or assign the rights granted herein or license others including, but not limited to, any Affiliates of Licensee and/or any Customers, to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Except as expressly provided for herein, nothing in this Agreement shall be deemed to grant to any party other than Licensee and its Customers, at Authorized Premises, any right to perform publicly any Musical Work in the ASCAP Repertory licensed under this Agreement

2.6. Reservation of Rights. ASCAP retains all rights and title in and to the ASCAP Repertory, and except for the limited rights and licenses granted to Licensee pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible. Without limiting the generality of the foregoing, the rights conferred by ASCAP to Licensee in this Agreement do not include the right to publicly perform any musical work(s) in the ASCAP Repertory for the purposes of (a) grounding, testing or training generative artificial intelligence models and/or machine learning technologies and/or (b) creating musical works or sound recordings of musical works using any generative artificial intelligence models and/or machine learning technologies ((a) and (b), collectively, "AI Activities"), provided that nothing set forth herein shall restrict Licensee's ability to use any musical work(s) (including those in the ASCAP Repertory) in AI Activities if Licensee otherwise is able to do so under applicable law or an applicable grant of rights from a third party.

Article 3. License Fees and Reports.

3.1. License Fees and Payment. In consideration of the rights and licenses granted by ASCAP to Licensee pursuant to this Agreement, and subject to, and in accordance with the following provisions of this Article 3, Licensee shall pay to ASCAP an annual license fee for each Licensed Jukebox listed on Schedule A hereto, submitted (and as may be amended form time to time as permitted herein) in accordance with Section 3.2, in the amount set forth on the License Fee Report and Rate Schedule attached hereto as Schedule B (collectively, the "License Fees"). The rates set forth on Schedule B shall be increased for each successive calendar year during the Term in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in October of the immediately preceding calendar year and a new Schedule B shall be issued at such time, provided, however, if the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available. The initial License Fees shall be due and payable to ASCAP, together with the initial License Fee Report and Rate Schedule, upon execution of this Agreement. Thereafter, annual License Fees shall be due and payable to ASCAP, together with the applicable License Fee Report and Rate Schedule, on or by January 30 of each such year. Upon the amendment of Schedule A to add one or more additional Jukeboxes in accordance with Section 3.2, Licensee shall submit to ASCAP additional License Fees with respect to each additional Jukebox within 30 days of such amendment. Licensee shall pay a late payment charge for all amounts not paid within thirty (30) days of the applicable due date equal to one percent (1%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

3.2. Reports.

(a) Jukebox Report. Upon execution of this Agreement, Licensee shall submit to ASCAP a report in the form of Schedule A attached hereto, listing all Jukeboxes to be licensed hereunder (the "Jukebox Report"). Such Jukebox Report shall list for each Jukebox: the (i) name and address of the applicable Authorized Premises in which such Jukebox will be placed and (ii) name of the applicable Customer. Licensee shall during the Term promptly notify ASCAP of any changes to the Jukebox Report, including any Jukebox additions and/or deletions, and Schedule A shall be deemed amended in accordance therewith.

(b) License Fee Report. Upon execution of this Agreement, Licensee shall submit to ASCAP an initial license fee report in the form of Schedule B attached hereto, setting forth the License Fees due for the applicable license year ("License Fee Report and Rate Schedule"). The License Fee Report and Rate Schedule shall be submitted upon execution of this Agreement, and thereafter, on or by January 30 of each such license year.

3.3. License Fee Acknowledgement. Each Party acknowledges and agrees that the License Fees set forth herein are final and shall not be reduced, adjusted, amended or modified during the Term in any manner or for any reason without the written consent of the other Party (which may be withheld in such other Party's sole discretion). The Parties further acknowledge and agree that the License Fees due and payable to ASCAP under this Agreement are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members, specifically excluding the value of any and all rights and interests in and to such Musical Works that are not controlled by, vested in and/or assigned to ASCAP, including any value associated with rights or interests controlled by, vested in and/or assigned to Broadcast Music, Inc., SESAC Inc., Global Music Rights and any other U.S. performing rights organization (each a "Third-Party PRO") and/or any other third party rights holders. Licensee agrees that neither ASCAP nor any ASCAP Member shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory that is a member, affiliate, client of, or otherwise associated with, any Third-Party PRO for the rights granted to Licensee hereunder except to the extent such ASCAP Member is required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory pursuant to any applicable contractual obligation.

Article 4. Term and Termination.

4.1. Term. This Agreement shall commence on the Effective Date and continue through and including December 31st of such calendar year, unless earlier terminated in accordance with the terms and conditions of this Agreement (the "Initial Term"). Thereafter, the Agreement shall automatically renew for additional successive renewal terms of one year each, (each a "Renewal Term", and together with the Initial Term, the "Term"), unless notice of termination is provided by either Party to the other Party no fewer than 30 days prior to the end of the Initial Term or Renewal Term (as applicable), or unless otherwise earlier terminated in accordance with the terms and conditions of this Agreement.

4.2. Termination for Material Breach. If either Party materially breaches any provisions of this Agreement, the other Party 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 thirty (30) days' notice to the breaching Party; provided, however, that such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period.

4.3. Effect of Termination. Upon any termination or expiration of this Agreement for any reason all rights and licenses granted by ASCAP to Licensee herein shall terminate.

Article 5. Representations and Warranties.

5.1. Mutual. Each Party represents and warrants 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.

5.2. Additional Representation and Warranty by Licensee. Licensee further warrants and represents to ASCAP that it is an "operator" is defined by 17 U.S.C. Section 116(d)(2).

5.3. Disclaimer of Warranties. EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WRITTEN, ORAL, EXPRESS OR IMPLIED IN FACT OR IN LAW, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Article 6. Indemnification; Limitation of Liability.

6.1. ASCAP Indemnification.

(a) ASCAP agrees to defend and handle at its own cost and expense any and all claims and actions against Licensee and/or any of its Affiliates, subsidiaries, parents, sublicensees, and assigns, and the officers, directors, employees, representatives, and agents of each of the foregoing (each a "Licensee Indemnitee") based upon or in connection with any action or claim by a third party arising out of (i) any actual or alleged breach of ASCAP's representations and warranties contained in this

Agreement and (ii) Licensee's use of the ASCAP Repertory as permitted pursuant to this Agreement except to the extent such use gives rise to a claim subject to the terms and conditions of Section 6.1(b), but, as to each of (i) and (ii) above, specifically excluding any claim or action caused by or based upon any unauthorized act or omission of any Licensee Indemnitee. 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.

(b) Subject to and without limiting the foregoing, in the event that a claim or action is asserted against any Licensee Indemnitee by a current or former ASCAP Member (or a current or former affiliated FPRO) alleging copyright infringement of, or any other claim related to, such current or former ASCAP Member's (or such current or former affiliated FPRO's) Musical Works as a result of such current or former Member's (or such current or former affiliated FPRO's) resignation from ASCAP and/or withdrawal from ASCAP's authority of the right to continue to license the non-dramatic public performance of such Musical Works to Licensee as part of the ASCAP Repertory as contemplated under this Agreement, then, as Licensee's sole and exclusive remedy and as ASCAP's sole and exclusive obligation therefor, ASCAP shall indemnify, defend 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ASCAP'S TOTAL LIABILITY PURSUANT TO THIS SECTION 6.1(b) (EXCLUSIVE OF COSTS ASSOCIATED WITH DEFENSE OF THE DEMAND, CLAIM OR ACTION) SHALL NOT EXCEED THE MAXIMUM AMOUNT OF DAMAGES RECOVERABLE BY SUCH CURRENT OR FORMER ASCAP MEMBER (OR CURRENT OR FORMER AFFILIATED FPRO) PURSUANT TO SECTION 504(a)-(c) AND SECTION 505 OF THE U.S. COPYRIGHT ACT, PROVIDED THAT ASCAP SHALL NOT SETTLE ANY CLAIM FOR AN AMOUNT IN EXCESS OF SUCH LIABILITY CAP WITHOUT LICENSEE'S PRIOR WRITTEN CONSENT.

(c) ASCAP shall have the right to conduct the defense of any such claims or actions for which it is obligated to indemnify Licensee Indemnitees pursuant to Section 6.1(a) and Section 6.1(b) and all negotiations for the settlement or compromise of such claims or actions; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any Licensee Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each Licensee Indemnitee 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.

6.2. Licensee Indemnification. Licensee agrees to defend and handle at its own cost and expense any and all claims and actions against ASCAP and its Affiliates, subsidiaries, parents, sublicensees, and assigns, and the officers, directors, employees, representatives, and agents of each of the foregoing (each an "ASCAP Indemnitee") 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 and warranties contained in this Agreement and (b) performances of audio or audiovisual recordings of Karaoke Content made available via Karaoke Websites, but, in each instance of the foregoing clauses (a) and (b), 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 any ASCAP Indemnitee. 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 (a) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (b) each ASCAP Indemnitee 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.

6.3. Limitation of Liability. EXCEPT FOR (a) ASCAP's INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6.1(a) and SECTION 6.1(b), (b) LICENSEE'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 6.2, AND/OR (c) CLAIMS ARISING OUT OF A PARTY'S WILLFUL MISCONDUCT**,** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 7. Miscellaneous

7.1. Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier, to the applicable

Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice by email shall be acceptable provided that copies of the communication are also sent via one of the above means. All notices shall be deemed given on the date personally delivered or when placed in the mail as specified.

If to ASCAP:

Stephanie Ruyle
Executive Vice President, Head of Licensing
ASCAP
250 West 57th Street
New York, NY 10107
Email: sruyle@ascap.com

Copy to:

Clara Kim, Esq.
Executive Vice President and General Counsel
ASCAP
250 West 57th Street
New York, NY 10107
Email: ckim@ascap.com

If to Licensee:

_____
Attention: _____
_____
_____
Email: _____

7.2. Assignment. Neither Party may assign, convey or otherwise transfer this Agreement, or any of their respective rights or obligations hereunder, in whole or in part, to any other party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed; provided, however, that either Party may assign its rights and obligations pursuant to this Agreement, in whole or in part, to an Affiliate 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 the assigning Party. Any attempt to assign, convey or otherwise transfer this Agreement that does not comply with the foregoing shall be void *ab initio.* This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, but no assignment shall relieve the Parties of their respective obligations pursuant to this Agreement as to performances transmitted, acts done and obligations incurred prior to the effective date of the purported assignment.

7.3. Relationship; No Third-Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this Agreement.

7.4. Counterparts and Interpretation. This Agreement may be executed in any number of counterparts and by PDF or facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. Each Party has participated substantially in the negotiation and drafting of this Agreement and each Party agrees that any ambiguity herein should not be construed against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

7.5. Consents. Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either Party pursuant to this Agreement shall (a) be in writing and (b) not be unreasonably withheld. Each Party shall make only reasonable requests pursuant to this Agreement.

7.6. Amendment; Waiver; Severability. Except as otherwise expressly provided for herein, 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. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition 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.

7.7. Governing Law and Venue. This Agreement 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. The state and federal courts sitting in New York County, New York shall have sole and exclusive jurisdiction of any and all controversies arising out of or related to this Agreement, and any action or other proceeding which involves such a controversy shall be brought in those courts in New York County, New York and not elsewhere.

The Parties hereto waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

7.8. Independent Legal Advice. Each of the Parties has received independent legal advice concerning both the nature of this Agreement and their legal rights and obligations pursuant to this Agreement. The Parties have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress of any kind.

7.9. Publicity; Press Releases. Except as otherwise expressly authorized, neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express written approval of such other Party, in its sole discretion, in each instance, provided that, for the avoidance of doubt, Licensee may publicly disclose that it is licensed by ASCAP without any such authorization.

7.10. Further Assurances. Each of the Parties hereto shall take such further actions and execute and deliver such additional documents and instruments consistent herewith as may be reasonably required in order to effectuate and/or implement the purposes and intentions of this Agreement.

7.11. Survival. The provisions of Section 2.6 (Reservation of Rights), Article 3 (License Fees and Reports), Section 4.3 (Effect of Termination), Article 6 (Indemnification; Limitation of Liability), and this Article 7 (Miscellaneous), shall survive the cancellation, expiration or termination of this Agreement.

7.12. Entire Agreement. This Agreement, together with the Exhibits 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____

Name: _____
[Type or Print]

Title: _____

Dated: _____

_____

By: _____

Name: _____
[Type or Print]

Title: _____

Dated: _____

EXHIBIT A

JUKEBOX REPORT

YEAR: _____

Jukebox Identifier	Customer Name	Establishment Address

CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of _____

By: _____
Signature

_____
Name and Title

EXHIBIT B

LICENSE FEE REPORT AND RATE SCHEDULE

2026 YEAR

2026 PER-JUKEBOX RATE: $237.00

A. 2026 PER-JUKEBOX RATE: $237.00

B. Number of Licensed Jukeboxes: _____

Total License Fee (Line A x Line B): _____

CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of _____

By: _____
Signature

_____
Name and Title

* The per-jukebox rate for the 2027 year shall equal the per-jukebox rate for 2026 increased in accordance with any increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in October of 2026. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

LASER LIGHT SHOWS

LICENSE AGREEMENT - LASER LIGHT SHOWS

Agreement between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

and _____ ("LICENSEE") located at

_____

as follows:

1. Grant and Term of License

(a) ASCAP 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 each of the locations specified on Schedule "A", annexed hereto and made a part hereof, as said schedule may be amended as hereinafter provided ("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) This Agreement shall ensure 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 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 this 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, devolution or otherwise, except as provided in Paragraph "1.(b)" hereof, and is limited to the 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 ASCAP'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 compulsory license provisions of 17 U.S.C.116.

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

(e) This license is limited to performances rendered by mechanical means (e.g., tape, records and compact discs) occurring in the course of and simultaneously with shows, the primary emphasis of which are light or laser presentations by LICENSEE on the premises (hereinafter "laser light shows") and does not authorize any live musical performances or any performance which is not rendered in the course of and simultaneously with such shows.

(f) This license is limited to nondramatic performances, and does not authorize any dramatic performances. For purpose 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fees, Reports and Payments

(a) In consideration of the license granted in this Agreement, LICENSEE agrees to pay ASCAP the applicable license fee for each laser light show as set forth in the Rate Schedule attached hereto and made a part of this Agreement.

(b) On or before the first day of the calendar quarter following the date of execution of this Agreement, and on or before January 1, April 1, July 1 and October 1, of each year of this Agreement, LICENSEE shall submit to ASCAP:

(i) written notice of each laser light show conducted during the preceding calendar quarter, on forms supplied free of charge by ASCAP, stating the date and location of each laser light show and total number of laser light shows presented during the previous calendar quarter; and

(ii) payment of the applicable license fee for all laser light shows presented during the preceding calendar quarter.

(c) LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

(d) In the event that LICENSEE'S payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP'S activities, and (i) ASCAP has taken reasonable steps to be exempt or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to ASCAP the full amount of such tax.

4. ASCAP'S Right to Audit

(a) 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 the reports submitted pursuant to this Agreement.

(b) ASCAP shall consider all data and information coming to its attention as the result of the submission of the reports pursuant to this Agreement or as the result of any examination of LICENSEE'S books and records hereunder as completely and entirely confidential.

(c) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the additional license fees due of 1-1/2% per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount.

(d) In the event any such audit shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the additional license fees due of 2% per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees were due.

(e) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at the request of LICENSEE, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. 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. ASCAP'S right to audit under this Agreement shall survive any termination of this Agreement.

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 written 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.

6. Interference With ASCAP'S Operations

In the event of:

(a) any major interference with the operations of ASCAP 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 ASCAP 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,

ASCAP shall have the right to terminate this Agreement forthwith by thirty days written notice, and shall refund to LICENSEE any unearned license fees paid in advance.

7. **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 _____ of _____, 20___.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By _____

LICENSEE «ACCOUNT_LEGAL_ENTITY»

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.)

SCHEDULE A
(As per Paragraph "1. Grant and Term of License")

Location	**Location's Address**

LASER LIGHT SHOWS

RATE SCHEDULE
JULY 1, 2025 – JUNE 30, 2026

Number of Shows	License Fee Per Show
1 - 25	$11.35
Over 25	$9.05

STATEMENT OF LICENSEE'S OPERATING POLICY

Name and Location	Number of Shows

License Fees For Contract Year July 1, 2026 to June 30, 2027 and Thereafter

The license fees set forth in the Rate Schedule will apply for the contract year July 1, 2025 to June 30, 2026. Rates for each subsequent contract year will be adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding April and the next preceding April. If the CPI-U for April for either applicable year is not available, the increase, if any, will be based on the last month preceding April for which the CPI-U for each applicable year is available.

ASCAP Toll Free: 1-800-505-4052

LOCAL GOVERNMENT ENTITIES

IMLA

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203

and

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

(i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.

(ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.

(iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.

(iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.

(v) "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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.

(vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing , which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the 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. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) 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.

(d) This license does not authorize performances:

(i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;

(ii) by or at colleges and universities;

(iii) at any professional sports event or game played on the Premises;

(iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;

(v) by any symphony or community orchestra;

(vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,

(i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.

(ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.

(iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

(a) Upon the execution of this Agreement, LICENSEE shall submit:

(i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.

(b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.

(c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.

(d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:

(i) the date presented;

(ii) the name of the attraction(s) appearing;

(iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special 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 Special Event;

(iv) the license fee due for each Special Event.

(e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

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 on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

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 is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

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.)

LOCAL GOVERNMENT ENTITIES

2026 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	$458.00
50,001	to	75,000	$917.00
75,001	to	100,000	$1,100.00
100,001	to	125,000	$1,468.00
125,001	to	150,000	$1,833.00
150,001	to	200,000	$2,385.00
200,001	to	250,000	$2,931.00
250,001	to	300,000	$3,487.00
300,001	to	350,000	$4,034.00
350,001	to	400,000	$4,585.00
400,001	to	450,000	$5,130.00
450,001	to	500,000	$5,684.00
500,001	and over		*** $6,966

*** $6,966.00 plus $500 for each 100,000 of population above 500,000 to a maximum fee of $91,661.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special 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 Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be $458.00.

License Fee for Year 2027 and Thereafter

For each calendar year commencing 2026, all dollar figures set forth in Schedules A, B and C above (except for $500 add-on for populations of 500,001 or more) shall be the license fee 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

LOCAL GOVERNMENT ENTITIES

2026 Report Form

Account Number: Premise Name:

SCHEDULE A: Base License Fee *(Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)*

Population Size: ☐☐☐,☐☐☐,☐☐☐ *(Per current U.S. Census Data)*

Base License Fee: $☐☐☐☐☐☐☐☐.☐☐ *(Please refer to Rate Schedule)*

SCHEDULE B: Special Events* *(Report and Payment due 90 days after the conclusion of each Special Event)*

Event Date (mm/dd/yyyy) (If More than 1 Event Per Day, Please Report As Separate Entries)	**Performer(s) Or Group(s) Appearing**	**Gross Revenue** Of Event** (Must Exceed $25,000)	**% Applies To Gross Revenue**	**Event Fee**	**Is A Program Of Musical Works Attached?** (Yes/No)	**If The Event Is Co-Sponsored** (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	**$**	○ Yes ○ No	Name: Address: Phone No.: Account Number:
			x .01	**$**	○ Yes ○ No	Name: Address: Phone No.: Account Number:
			x .01	**$**	○ Yes ○ No	Name: Addre ss: Phone No.: Account Number:

***"Special Events"** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000.

****"Gross Revenue"** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special 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 Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: ☐☐☐☐ Annual License Fee: $458.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: $☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MECHANICAL MUSIC (CHAIN STORES)
AUDIO AND AUDIO-VISUAL USES

LICENSE AGREEMENT-MECHANICAL MUSIC (CHAIN STORES) AUDIO AND AUDIO-VISUAL USES

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

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 commencing , and continuing thereafter for additional terms of one year each unless terminated as hereinafter provided, a license to perform publicly by means of "mechanical music" (as hereinafter defined), and not otherwise, at each of the locations specified in Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided ("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. As used in this agreement, the term "mechanical music" shall mean: i) the reception of radio broadcasts and further transmission of those broadcasts over a loudspeaker or system of loudspeakers; ii) the use of LICENSEE'S (as distinguished from a background music service's) audio records or audio tapes by means of LICENSEE'S audio-only record or tape player; or iii) non-live audio-visual uses of music (such as the use of a large-screen projection television or video tapes).

(b) 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.

(c) This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns and subsidiaries, 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.

2. Limitations on License

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

3. License Fee and Reports

(a) In consideration of the license granted herein, LICENSEE agrees to pay to SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, payable quarterly in advance on January 1, April 1, July 1 and October 1 of each year.

(b) LICENSEE shall furnish a report to SOCIETY on January 1, April 1, July 1 and October 1 of each year, indicating any additions or deletions of locations at which music has been performed during the previous quarter, including the month in which the addition or deletion occurred, and whether such locations use music by audio means, audio-visual means, or both, and Schedule "A" shall thereafter be deemed amended to include or exclude such premises. Such report shall also indicate the total number of premises licensed and the total license fees due for said quarter. Said total fees shall be adjusted on the following monthly pro rata basis for locations which have been added or deleted during the previous quarter: if the location being added or deleted used music for half a month or more, license fees shall be paid for the full month; if for less than half a month, no license fees shall be due for that month. If said total fees are greater than the amount paid in advance for said quarter, LICENSEE shall submit payment of the difference with the report; if less, SOCIETY shall issue a credit applicable to the next quarter's advance payment.

(c) As of the date of execution of this agreement, said license fee totals Dollars ($) annually, based on the number of locations, and the type of mechanical music use for each (audio, audio-visual, or both) set forth in Schedule "A".

(d) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. For purposes of this agreement, a discontinuance of music shall be one in effect for no less than thirty days.

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 the 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. In the event of such termination, SOCIETY

shall refund 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 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.)

MECHANICAL MUSIC (CHAIN STORES)
AUDIO AND AUDIO-VISUAL USES
2026 Rate Schedule

This Rate Schedule is applicable to the use of Mechanical Music only, in all chains having 10 or more stores under common ownership.

1. Audio Only Uses

   $324.00 for each of the first 200 locations;
   $292.50 for each location from 201 to 400;
   $240.00 for each location from 401 to 1000;
   $215.50 for each location from 1001 to 2000; and
   $195.00 for each additional location above 2000

2. Audio-Visual Uses

   $488.50 for each of the first 200 locations;
   $433.50 for each location from 201 to 400;
   $360.00 for each location from 401 to 1000;
   $324.00 for each location from 1001 to 2000;
   $294.50 for each additional location above 2000

The rate for audio-visual uses shall apply if a location performs by means of both audio and audio-visual uses. In the event that the chain includes some locations with audio-only uses and some locations with audio-visual uses, the latter shall be counted first in determining the rate.

Annual License Fee For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MOTION PICTURE THEATRES

GROUPS OF 10 OR MORE

LICENSE AGREEMENT- MOTION PICTURE THEATRES - GROUPS OF TEN OR MORE

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203 and

("LICENSEE"),

located at ,

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 at each of the motion picture theatre locations specified on Schedule "A" attached hereto and made a part hereof as it may be amended (the "premises") and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the ASCAP repertory. For purposes of this Agreement, "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 during the term of this Agreement and, of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for a one year term commencing and shall continue for additional terms of one year each unless either party terminates it by giving the other party notice at least thirty days before the end of the initial term or any renewal term. If such notice is given, the license shall terminate on the last day of the calendar year in which notice is given. Termination by either party shall not relieve the parties of their obligations under this Agreement through the date of termination.

2. Limitations On License

(a) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment. This license is not assignable or transferable without the prior written consent of the parties.

(b) In view of the longstanding practice under which ASCAP members' licenses to producers of motion pictures authorize both the recording and synchronization of their music in motion pictures and performances of the music in the motion pictures in motion picture theatres in the United States, its territories and possessions, and in Puerto Rico, this license does not authorize such performances.

(c) This license is limited to LICENSEE and to the premises and does not extend to any motion picture theatre location not specified on Schedule "A."

(d) This license shall only be effective if ten or more separate motion picture theatres (irrespective of the number of motion picture screens, at such theatres) are licensed hereunder. If during the term of this license, the number of separate motion picture theatres licensed hereunder decreases to fewer than ten, LICENSEE shall notify ASCAP and this license shall promptly terminate at the end of the calendar year in which such decrease occurs.

(e) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise of renditions of musical compositions in the ASCAP repertory to persons outside of the premises.

(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" (defined below) in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work" 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".

The term "dramatico-musical work" includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue or ballet.

(g) This license does not authorize any performance at the premises when the premises is used other than as a motion picture theatre, such as, for example, for a concert.

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

3. License Fees

In consideration of the license granted herein, LICENSEE agrees to pay ASCAP for each calendar year of the term hereof the annual license fees computed in accordance with the Rate Schedule attached hereto and made a part hereof based on the total number of motion picture screens at all of the motion picture theatres operated by LICENSEE.

4. Reports and Payments

(a) LICENSEE shall furnish a report to ASCAP upon execution of this Agreement stating (i) the location of each and every motion picture theatre owned or operated by LICENSEE as of the commencement of this Agreement; (ii) the number of motion picture screens at each such theatre; and (iii) the license fee due for all such motion picture theatres for the first calendar year pursuant to the Rate Schedule.

(b) On or before January 31 of each succeeding year during the term of this Agreement, LICENSEE shall submit a report identifying (i) the location of each and every motion picture theatre operated by LICENSEE, including each theatre added or disposed of during the previous calendar year, (ii) the date of each such addition or disposition; and (iii) the number of motion picture screens operated at each such theatre. Upon receipt of such report, ASCAP shall advise LICENSEE in writing of the annual license fee determined for the preceding calendar year adjusted in accordance with the information contained in the report (any adjustments to be pro rata with respect to the date of the addition or disposition of any theatre). If additional license fees are due for the previous calendar year, LICENSEE shall pay such fees to ASCAP within ten days of receipt of ASCAP's billing statement. If a credit adjustment is due, the credit shall be applied by ASCAP to LICENSEE's next license fee payment.

(c) LICENSEE shall pay ASCAP the license fees due for the first year of this Agreement upon execution of this Agreement. License fees for each subsequent year shall by payable on or before January 31 of each succeeding year for the then current calendar year.

(d) LICENSEE shall pay a finance charge of 1.5% per month, or the maximum rate permitted by law, whichever is less, from the date due on any required payment that it is not made within thirty days of its due date.

(e) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or ASCAP 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, ASCAP shall refund to LICENSEE 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. Interference in Operations

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 is 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 the notice to the other party 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 provisions of this Agreement shall be construed in accordance with the laws of the State of New York.

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.)

MOTION PICTURE THEATRES

2026 Rate Schedule

For Groups of 10 or more

The annual license fee for each motion picture screen at each motion picture theatre location operated by LICENSEE shall be ninety-seven dollars ($97.00).

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee for each calendar year commencing in 2027 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

MOTION PICTURE THEATRES
GROUPS OF 10 OR MORE
2026 Report Form

Account Number: _____ Premise Name: _____

Report Due Requirement: Upon licensing and on or before January 31st of each succeeding year

Name of Motion Picture Theatre (Customer of Licensee)	Theatre Location (Address, City, State)	Effective Date (MM/DD/YY)	A = Added D = Deleted (i.e. 50 A)

Annual License Fee for Calendar Year 2027 and Thereafter

The annual license fees for each calendar year commencing 2027 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

2026 License Fee Per Screen
$97.00

Total Number of Locations Previously Reported (All Pages) _____

Total Number of Locations Added or Deleted Since Last Report (All Pages) _____

Total License Fees Due (All Pages): Total Number of Screens X $97.00 $_____.__

(Page _____ of _____ Pages)

Contact Person & Title

Phone Number: ___-___-____ Ext: _____ Fax Number: ___-___-____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __/__/____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MOTION PICTURE THEATRES

INDIVIDUAL AND LESS THAN 10

LICENSE AGREEMENT
INDIVIDUAL MOTION PICTURE THEATRES
AND GROUPS OF FEWER THAN TEN

Agreement between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203

and

("LICENSEE") located at

as follows:

1. Grant and Term of License

(a) ASCAP 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 each of the motion picture theatre locations specified on Schedule "A," annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided ("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights.

(b) 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.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) In view of the longstanding practice under which members of ASCAP license producers of motion pictures, authorizing both recording and synchronizing of their music in motion pictures and performances of the music in the motion pictures in motion picture theatres in the United States, its territories and possessions and in the Commonwealth of Puerto Rico, this license does not authorize such performances.

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

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

(d) This license does not extend to any motion picture theatre location not specified on Schedule "A."

(e) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises.

(f) This license does not authorize any performance at the premises when the premises is used other than as a motion picture theatre, e.g., for a concert.

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

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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, 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 attached Rate Schedule.

(b) LICENSEE shall furnish reports to ASCAP upon entering into this Agreement and on or before January 31 of each succeeding year, on forms provided free of charge by ASCAP.

(c) The report to be furnished upon entering into this Agreement shall state the following:
- (i) the location of each motion picture theatre owned or operated by LICENSEE as of that date;
- (ii) the number of motion picture screens at each such theatre;
- (iii) the number of seats in each room in which a motion picture screen is located; and
- (iv) the license fee due for all such motion picture theatres for that calendar year pursuant to the Rate Schedule.

(d) The report to be furnished on or before January 31 of each succeeding year shall state the following:
- (i) the location of each motion picture theatre owned or operated by LICENSEE as of that date;
- (ii) the number of motion picture screens at each such theatre;
- (iii) the number of seats in each room in which a motion picture screen is located (and Schedule "A" shall be deemed amended accordingly); and
- (iv) the license fee due for all such motion picture theatres for the then current calendar year pursuant to the Rate Schedule.

(e) LICENSEE shall pay ASCAP the license fees due hereunder as follows:
- (i) Upon entering into this Agreement, the license fee due for the first calendar year of this Agreement, as shown by the report due at that time; and
- (ii) By each succeeding January 31, the license fee due for the then current calendar year, as shown by the report due by that date.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(g) If LICENSEE's payment of fees under this Agreement causes ASCAP to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of ASCAP's receipts from LICENSEE, the number of licensees of ASCAP, or any similar measure of ASCAP'S activities, and (i) ASCAP has taken reasonable steps to be exempted or excused from paying such tax; and (ii) ASCAP is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to ASCAP the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE shall give ASCAP thirty days prior written notice of any change in LICENSEE's Operating Policy, and Schedule "A" shall be deemed amended accordingly. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE shall pay ASCAP 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)" hereof.

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

(d) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or ASCAP 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, ASCAP shall refund to LICENSEE 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 give LICENSEE thirty days notice to cure such breach or default, and in the event such breach or default has not been cured within said thirty days, the license granted by this Agreement shall terminate on the expiration of such thirty-day period without further notice from ASCAP.

6. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or any of the premises 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 ASCAP 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, ASCAP shall have the right to terminate this Agreement forthwith by notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder 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 notify 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.)

MOTION PICTURE THEATRES

2026 Rate Schedule

For Individual Theatres or Groups of 10 or fewer

Annual License Fee for each screen operated at the theatre

Number of Seats Per Screen	Annual License Fee
1 - 249	$111.00
250 - 399	$226.00
400 & OVER	$335.00

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee for each calendar year commencing in 2026 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

2026 INDIVIDUAL MOTION PICTURE THEATRES AND GROUPS OF FEWER THAN TEN
REPORT FORM

Name of Motion Picture Theatre	Theatre Location (Address, City, State)	Theatre Effective Date (MM/DD/YY)	List Number of Seats for Each Screen in Theatre i.e. Screen 1 - 250 Seats Screen 2 - 399 Seats	License Fee Per Screen i.e., $111.00 $226.00
			TOTAL FEES DUE:	$

RATE SCHEDULE

NUMBER OF SEATS PER SCREEN	ANNUAL LICENSE FEE
Fewer than 250 Seats	$ 111.00
250 to 399 Seats	$ 226.00
400 or more Seats	$ 335.00

ANNUAL LICENSE FEE FOR EACH SCREEN OPERATED AT MOTION PICTURE THEATRES FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for each calendar year commencing in 2026 shall be the license fee 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, rounded to the nearest $1.00. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MUSIC-IN-BUSINESS

BLANKET

MUSIC IN BUSINESS, BLANKET LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203

by

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts a license to perform or cause to be performed publicly at "LICENSEE'S business locations" and at "LICENSEE'S event locations" (each 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) As used in this Agreement, the following terms shall have the meanings indicated:

(i) "LICENSEE'S business locations" means all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations as specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided;

(ii) "LICENSEE'S event locations" means all locations, other than LICENSEE'S business locations, at which LICENSEE conducts any "LICENSEE event(s)" (as defined below);

(iii) "LICENSEE'S employees" means all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns; and

(iv) "LICENSEE event(s)" means all activities presented or sponsored solely by or under the auspices of LICENSEE, at LICENSEE event location(s), open only to LICENSEE'S employees and their personal guests.

(c) This license shall be for an initial term commencing , and ending 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, and is limited to LICENSEE, LICENSEE'S business locations and to performances presented during and as part of LICENSEE event(s).

(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 LICENSEE'S business locations or LICENSEE'S event locations, other than by means of music-on-hold telephone system(s) operated by LICENSEE at LICENSEE'S business locations.

(c) This license does not authorize any performance as part of any conference, congress, consumer show, convention, exposition, industrial show, institute, meeting, public show, seminar, trade show or other similar activity, unless such activity (i) is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely at LICENSEE'S business location(s), and is not open to the general public, or (ii) otherwise constitutes a LICENSEE event.

(d) 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.(e) This license is limited to 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

In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fees as set forth in the Rate Schedule, attached to and made a part of this Agreement, and based on "LICENSEE'S Operating Policy." The term "LICENSEE'S Operating Policy" means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports

(a) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement and on or before January 31 of each succeeding year, on forms supplied free of charge by SOCIETY.

(b) The report to be submitted upon entering into this Agreement shall state for LICENSEE'S business locations(s) specified on Schedule "A", the total number of LICENSEE'S employees as of that date; and the license fee due for that year.

(c) The reports to be submitted on or before January 31 of each succeeding year shall state the address of each of LICENSEE'S business locations and the total number of LICENSEE'S employees as of January 1 of such that year at all such locations, and Schedule "A" shall be deemed amended accordingly; and the total license fee due for all such locations for that year.

(d) LICENSEE is not required to submit an annual report indicating the total number of LICENSEE'S employees provided that the number of LICENSEE'S employees has not increased or decreased by more than 5% from the previous report submitted by LICENSEE. If LICENSEE does not submit the annual report, LICENSEE'S prior annual report will be used to determine the license fees for the current calendar year.

5. Payment of License Fees

(a) LICENSEE shall pay SOCIETY the license fees due hereunder as follows:

(i) Upon entering into this Agreement, the license fees due for the first calendar year of this Agreement as shown by the report due at that time; and

(ii) By each succeeding January 31, the license fees for the then current calendar year, and any additional license fees due for the previous calendar year, as shown by the report due on that date.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to SOCIETY by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

6. SOCIETY'S Right to Verify Reports

(a) SOCIETY shall have the right to examine LICENSEE'S books and records to such extent as may be necessary to verify the reports required by this Agreement, provided however, that if the reports submitted by LICENSEE are FICA statements which contain LICENSEE'S number of employees and are certified by an independent certified public accountant and are submitted in a timely manner, SOCIETY shall forego its right of verification pursuant to this paragraph 6.

(b) SOCIETY shall consider all data and information coming to its attention as the result of the submission of Statements of LICENSEE'S Operating Policy or other documentation submitted by LICENSEE as completely and entirely confidential.

7. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate the license granted by this Agreement by giving LICENSEE thirty days written notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, said 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.

8. Interference with SOCIETY'S Operations

In the event of:

(a) any major interference in 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 thirty days written notice. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

9. Indemnification

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in SOCIETY'S repertory. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand or suit and agrees immediately to deliver to SOCIETY all papers pertaining to it. SOCIETY shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. 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. SOCIETY'S liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to SOCIETY under this Agreement for the calendar year in which the performance or performances which are the subject of the claim, demand or suit occurred.

10. Notices

All notices required or permitted to be given by either party to the other hereunder 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 notify the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY 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.)

MUSIC-IN-BUSINESS BLANKET LICENSE

2026 Rate Schedule

FEES FOR PERFORMANCES AT LICENSEE'S BUSINESS LOCATIONS AND AT LICENSEE'S EVENTS

A. Fees for Calendar Year 2026.

The annual fee for calendar year 2026 shall be:

$0.700 for each of the first ten thousand (10,000) of LICENSEE'S employees;

$0.559 for each of LICENSEE'S employees from the ten thousand and first (10,001st) to the twenty-five thousandth (25,000th);

$0.456 for each of LICENSEE'S employees from the twenty-five thousand and first (25,001st) to the fifty thousandth (50,000th); and

$0.349 for each additional LICENSEE'S employees above the fifty thousandth (50,000th).

B. Fees for Subsequent Calendar Years.

Subject to the maximum and minimum fee provisions set forth below, for calendar year 2026 and each calendar year thereafter, the license fees under A. above shall be the license fees 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. Any such adjustments to the per-employee license fees shall be rounded to the nearest one-half cent. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

C. Maximum Fees for Subsequent Calendar Years.

The maximum annual license fee payable hereunder shall be $44,911.00 for calendar year 2026; and for calendar year 2027 and each calendar year thereafter, the maximum annual license fee shall be the license fees 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, rounded to the nearest dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

D. Minimum Annual Fee.

The minimum annual license fee payable hereunder shall be $345.00 for calendar year 2026; and for calendar year 2027 and each calendar year thereafter, the minimum annual license fee shall be the license fees 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, rounded to the nearest dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

MUSIC-IN-BUSINESS BLANKET LICENSE

2026 Statement of Operating Policy

Account Number: _____ Premise Name: _____

COMPUTATION OF LICENSE FEE

A. Total number of "LICENSEE's employees"* as of January 1 of the current year at all "LICENSEE's business locations".** (For business locations at which operations commenced after January 1 of the current year, include the number of employees as of the date such operations commenced.)

B. Complete the following chart:

Category of Number of Employees	Number of Employees Within Category		License Fee Per Employee	License Fees
1. 1-10,000		x	$0.700	$
2. 10,001-25,000		x	$0.559	$
3. 25,001-50,000		x	$0.456	$
4. More than 50,000		x	$0.349	$

C. Total License Fee due (Add Lines B1 through B4)***
But not less than $345.00; the maximum License Fee is $44,911.00

$ ☐☐☐☐☐☐☐☐☐☐.☐☐

*"LICENSEE's Employees" means all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns

* * "LICENSEE's business locations" means all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations.

****** For example, for an aggregate of 11,000 employees, the 2026 license fee would be $7,559.00 calculated as follows: (10,000 x $0.700) = $7,000.00 plus (1,000 x $0.559) = $559.00; $7,000.00 + $559.00= $7,559.00.

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

MUSIC-IN-BUSINESS
PER LOCATION

MUSIC-IN-BUSINESS PER-LOCATION LICENSE AGREEMENT

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

2 Music Square West
Nashville, TN 37203

by

("LICENSEE"), located at

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts a license to perform or cause to be performed publicly at "LICENSEE'S business locations" and at "LICENSEE'S event locations" (each 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) As used in this Agreement, the following terms shall have the meanings indicated:

(i) "LICENSEE'S business locations" means all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations and at which music is performed as specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided;
(ii) "LICENSEE'S event locations" means all locations, other than LICENSEE'S business locations, at which LICENSEE conducts any "LICENSEE event(s)" (as defined below);
(iii) "LICENSEE'S employees" means all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns; and
(iv) "LICENSEE event(s)" means all activities presented or sponsored solely by or under the auspices of LICENSEE, at LICENSEE event location(s), open only to LICENSEE'S employees and their personal guests.

(c) This license shall be for an initial term commencing , and ending 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, and is limited to LICENSEE, LICENSEE'S business locations and to performances presented during and as part of LICENSEE event(s).

(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 LICENSEE'S business locations or LICENSEE'S event locations, other than by means of music-on-hold telephone system(s) operated by LICENSEE at LICENSEE'S business locations.

(c) This license does not authorize any performance as part of any conference, congress, consumer show, convention, exposition, industrial show, institute, meeting, public show, seminar, trade show or other similar activity, unless such activity (i) is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely at LICENSEE'S business location(s), and is not open to the general public, or (ii) otherwise constitutes a LICENSEE event.

(d) 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.

(e) This license is limited to 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

In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fees as set forth in the Rate Schedule, attached to and made a part of this Agreement, and based on "LICENSEE'S Operating Policy." The term "LICENSEE'S Operating Policy" means the factors that determine the license fees applicable under the Rate Schedule.

4. Reports

(a) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement and on or before January 31 of each succeeding year, on forms supplied free of charge by SOCIETY.

(b) The report to be submitted upon entering into this Agreement shall state the following:

(i) For each LICENSEE'S business location specified on Schedule "A", the number of LICENSEE'S employees as of January 1 of the current year, or the date LICENSEE commenced operations at each such location, whichever is later; and the license fee due for that year, pursuant to the Rate Schedule; and

(ii) The estimated number of LICENSEE events to be presented during the current calendar year, the total estimated number of LICENSEE'S employees to attend all such events, and the estimated average number of LICENSEE'S employees to attend such events, and the estimated additional license fee due for that year, pursuant to the Rate Schedule.

(c) The reports to be submitted on or before January 31 of each succeeding year shall state the following:

(i) The address of each of LICENSEE'S business locations at which music has been or is scheduled to be performed during the current calendar year and the number of LICENSEE'S employees as of January 1 of the current year at each such location, and Schedule "A" shall be deemed amended accordingly; and the license fee due for all such locations for the current calendar year pursuant to the Rate Schedule; and

(ii) The date and location at which each LICENSEE event occurred during the previous calendar year and, for each such event, the number of LICENSEE'S employees who attended; the average number of LICENSEE'S employees who attended all LICENSEE events during the previous calendar year; and the additional license fee, if any, due for the previous calendar year pursuant to the Rate Schedule as applicable for that year.

(iii) LICENSEE is not required to submit an annual report indicating the total number of LICENSEE'S employees and the average number of employees attending LICENSEE'S events provided that the number of LICENSEE'S employees has not increased or decreased by more than 5 % from the previous report submitted by LICENSEE. If LICENSEE does not submit the report, LICENSEE'S prior year report will be used to determine the license fees for the current calendar year.

5. Payment of License Fees

(a) LICENSEE shall pay SOCIETY the license fees due hereunder as follows:

(i) Upon entering into this Agreement, the license fees due for the first calendar year of this Agreement as shown by the report due at that time; and

(ii) By each succeeding January 31, the license fees for the then current calendar year, and any additional license fees due for the previous calendar year, as shown by the report due on that date.

(b) In the event LICENSEE shall be delinquent in payment of license fees due to SOCIETY by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

6. SOCIETY'S Right to Verify Reports

(a) SOCIETY shall have the right to examine LICENSEE'S books and records to such extent as may be necessary to verify the reports required by this Agreement, provided however, that if the reports submitted by LICENSEE are FICA statements which contain LICENSEE'S number of employees and are certified by an independent certified public accountant and are submitted in a timely manner, SOCIETY shall forego its right of verification pursuant to this paragraph 6.

(b) SOCIETY shall consider all data and information coming to its attention as the result of the submission of Statements of LICENSEE'S Operating Policy or other documentation submitted by LICENSEE as completely and entirely confidential.

7. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate the license granted by this Agreement by giving LICENSEE thirty days written notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, said 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.

8. Interference with SOCIETY'S Operations

In the event of:

(a) any major interference in 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 thirty days written notice. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

9. Indemnification

SOCIETY agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in SOCIETY'S repertory. LICENSEE agrees to give SOCIETY immediate notice of any such claim, demand or suit and agrees immediately to deliver to SOCIETY all papers pertaining to it. SOCIETY shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with SOCIETY in such defense. 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. SOCIETY'S liability under this Paragraph "9" shall be strictly limited to the amount of license fees actually paid by LICENSEE to SOCIETY under this Agreement for the calendar year in which the performance or performances which are the subject of the claim, demand or suit occurred.

10. Notices All notices required or permitted to be given by either party to the other hereunder 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 notify 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.)

MUSIC IN-BUSINESS
PER LOCATION LICENSE AGREEMENT
2026 Rate Schedule

FEES FOR PERFORMANCES AT LICENSEE'S BUSINESS LOCATIONS AND AT LICENSEE'S EVENTS

A. **Fees for Calendar Year 2026**

The annual fee for calendar year 2026 shall be:

$2.723 for each LICENSEE'S employees at each LICENSEE business location provided, however, that the minimum fee payable under this Rate Schedule shall be $545.00 for each LICENSEE business location;

plus $2.643 for each employee based on the average number of employees attending LICENSEE events provided, however, that if there are three or more LICENSEE events in the year, then the minimum fee payable under this Rate Schedule shall be $529.00 for LICENSEE events.

B. **Fees for Calendar Year 2027 and Thereafter**

For calendar year 2026 and each calendar year thereafter, the license fees under this Rate Schedule shall be the license fees 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. Any such adjustments to the per-employee license fees shall be rounded to the nearest one-half cent, and any such adjustment to the minimum annual fee shall be rounded to the nearest dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

MUSIC-IN-BUSINESS PER LOCATION

2026 Report Form

Account Number:_____ Premise Name: _____

RATE SCHEDULE FEES FOR PERFORMANCES AT LICENSEE'S BUSINESS LOCATIONS AND AT LICENSEE'S EVENTS

NOTE: It is only necessary to report your number of employees if it has changed by more than 5% from January 1, 2025.

COMPUTATION OF LICENSE FEE

A. COMPUTATION OF ESTIMATED LICENSE FEES FOR 2026 PERFORMANCES AT "LICENSEE'S BUSINESS LOCATIONS"

1. Total number of "LICENSEE'S employees" * as of January 1 of the current year at all "LICENSEE'S business locations"**: (For business locations at which operations commenced after January 1 of the currently year, include the number of employees as of the date such operations commenced.) _____

2. Estimated License Fee Per Employee for 2026: **x $2.723**
3. Business Location License Fee (Line A.1. times A.2.), but not less than **$545.00:** _____

B. COMPUTATION OF ACTUAL 2024 LICENSE FEE FOR PERFORMANCES AT "LICENSEE'S EVENTS"

1. Actual number of LICENSEE'S events presented during 2025: _____
2. Actual total number of LICENSEE'S employees attending all such events: _____
3. Average number of LICENSEE'S employees attending all such events (Line B.2. divided by B.1.): _____
4. License fee per employee average at LICENSEE'S 2025 events: **x $2.643**
5. Actual event(s) license fee (Line B.3. x B.4.), but not less than **$529.00*****: **$**_____

C. COMPUTATION OF TOTAL LICENSE FEES DUE (Add lines A.3. and B.5.): $☐☐☐☐☐☐☐☐☐.☐☐

* *"LICENSEE'S employees" means: all employees of LICENSEE including, but not limited to, full-time, part-time and temporary employees and interns.*

** *"LICENSEE's business locations" means: all locations, not generally accessible by the public, at which LICENSEE conducts its day-to-day business operations and at which music is performed.*

*** *Minimum license fee is applicable if LICENSEE presents three or more events during a contract year.*

Note: "Licensee is not required to submit an annual report indicating the total number of LICENSEE'S employees and the average number of employees attending LICENSEE'S events provided that the number of LICENSEE'S employees has not increased or decreased by more than 5% from the previous report submitted by LICENSEE. If LICENSEE does not submit the report, LICENSEE'S prior year report will be used to determine the license fee for the current calendar year." (Music in Business Per Location License Agreement, Paragraph 4. (c)(iii))

Contact Person & Title ☐☐

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Website: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MUSIC-ON-HOLD

CHAIN

LICENSE AGREEMENT - MUSIC-ON-HOLD (CHAIN)

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 as hereinafter provided, a license to perform publicly by means of a music-on-hold telephone system, and not otherwise, at each of the locations specified in Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided ("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, assigns and subsidiaries, but no assignment shall relieve the parties hereto of their respecti ve 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(c)" hereof, and is limited to the 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, other than by means of LICENSEE's music-on-hold telephone system.

(c) 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.

3. License Fees and Reports

(a) In consideration of the license granted herein, LICENSEE agrees to pay to SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, payable quarterly in advance on January 1, April 1, July 1 and October 1 of each year.

(b) LICENSEE shall furnish a report to SOCIETY on January 1, April 1, July 1 and October 1 of each year, indicating any additions or deletions of locations at which music has been performed during the previous quarter, including the month in which the addition or deletion occurred, and Schedule "A" shall thereafter be deemed amended to include or exclude such premises. Such report shall also indicate the total number of premises licensed and the total license fees due for said quarter. Said total fees shall be adjusted on the following monthly pro rata basis for locations which have been added or deleted during the previous quarter: if the location being added or deleted used music for half a month or more, license fees shall be paid for the full month; if for less than half a month, no license fees shall be due for that month. If said total fees are greater than the amount paid in advance for said quarter, LICENSEE shall submit payment of the difference with the report; if less, SOCIETY shall issue a credit applicable to the next quarter's advance payment.

(c) As of the date of execution of this Agreement, said license fee totals annually, based on the number of locations set forth in Schedule "A".

(d) If LICENSEE discontinues the performance of music at all or at so many of the premises that the total number of premises hereunder is fewer than 10, LICENSEE and SOCIETY may terminate this Agreement upon thirty days prior notice, the termination to

be effective at the end of such 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. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

(e) In the event LICENSEE shall be delinquent in the payment of license fees due under Paragraph "3(a)" hereof by forty-five (45) days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is lesser, from the date such license fees should have been paid pursuant to Subparagraph "3(a)" hereof.

(f) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

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 the 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. In the event of such termination, SOCIETY shall refund 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 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.)

MUSIC ON HOLD (CHAIN)

2026 Rate Schedule

This Rate Schedule is applicable to the use of music-on-hold only, in all chain stores having 10 or more locations under common ownership.

Annual License Fee
For Calendar Year 2026

$348.00 for each of the first 100 locations;
$315.00 for each location from the 101st to the 250th; and
$262.00 for each additional location above 250

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MUSIC-ON-HOLD
INDIVIDUAL

License Agreement – Music-On-Hold

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 unless terminated by either party as hereinafter provided, a license to perform publicly at

("the premises"), and not elsewhere, by means of a music-on-hold telephone system, and not otherwise, 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 the 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, other than by means of LICENSEE's music-on-hold telephone system.

(c) 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.

3. License Fee

(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, based on "LICENSEE's Operating Policy" (as hereinafter defined) payable annually in advance on January 15 of each year. The term "LICENSEE's Operating Policy", as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said rate schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy on the reverse side of this agreement is true and correct. LICENSEE shall provide, at the time of execution of this agreement and upon any change in LICENSEE's Operating Policy pursuant to Paragraph "4" hereof, documentation from the telephone operating company providing telephone service to LICENSEE showing the number of trunk lines used in providing LICENSEE's music-on-hold telephone service.

(c) Said license fee is $ annually, based on the facts set forth in said Statement of LICENSEE's Operating Policy.

(d) In the event LICENSEE shall be delinquent in the payment of license fees due under Paragraph "3(a)" hereof by forty-five (45) days or more, LICENSEE shall pay a finance charge on the license fees due of 1 1/2% per month, or the maximum rate permitted by law, whichever is lesser, from the date such license fees should have been paid pursuant to Paragraph "3(a)" hereof.

(e) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE'S Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior notice of any change in LICENSEE's Operating Policy. For purposes of this agreement, a change in LICENSEE's Operating Policy shall be one in effect for no less than thirty days.

(b) Upon any such change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed rate schedule, LICENSEE shall pay said increased license fee, effective as of the initial date of such change, whether or not notice of such change has been given pursuant to Paragraph "4 (a)" hereof.

(c) Upon any such change in LICENSEE's Operating Policy resulting in a reduction of the license fee, based on the annexed rate schedule, LICENSEE shall be entitled to such 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 notice of such change. If LICENSEE fails to give such prior notice, any such reduction and credit shall be effective thirty days after LICENSEE gives notice of such change.

(d) In the event of any such 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.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. 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, 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.

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 the 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.

7. 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 SOCIETY 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.)

MUSIC ON HOLD

2026 Rate Schedule and Statement of Operating Policy

Account Number: _____ Premise Name: _____

Number of Trunk Lines Used in Providing Licensee's Music-On-Hold Telephone Service	Annual Fee
1 - 10	$348.00
11 - 50	$699.00
51 - 100	$1,054.00
101 - 150	$1,401.00
151 - 200	$1,752.00
201 - 250	$2,098.00
251 - 300	$2,451.00
OVER 300	$2,804.00

Annual License Fee For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Number Of Trunk Lines Used in Providing Licensee's Music-On-Hold Telephone Service: ☐

Rate Based On Above Policy: $☐☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

MUSIC SCHOOL

LICENSE AGREEMENT - Music School

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West, Nashville, TN 37203 and

_____ ("LICENSEE"), located at _____
_____

as follows:

1. Grant and Term of License.

(a) ASCAP grants and LICENSEE accepts for a term of one (1) year, commencing _____ and continuing thereafter for additional terms of one (1) year each unless terminated by either party as hereinafter provided, a license to perform publicly on the "Premises" (as hereinafter defined) and at "Student Recitals" (as hereinafter defined), and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the "ASCAP Repertory" (as hereinafter defined).

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

(d) Definitions.

(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 during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(ii) "Premises" means all locations owned or engaged by LICENSEE for the purpose of music instruction to students.

(iii) "Student Recitals" means any live performance by students of LICENSEE that is presented, conducted or sponsored exclusively by or under the auspices of LICENSEE at any venue with a seating capacity of 1,000 or less.

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 the LICENSEE, the Premises and venues where Student Recitals are presented. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided, nor does it authorize any public performances at any venue where Student Recitals are presented other than those given as part of Student Recitals.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises and outside of the venues where Student Recitals are presented.

(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 performances occurring in the course of music instruction activities by LICENSEE and does not authorize any performance which is not rendered in the course of such instruction activities, except that this license shall extend to performances at Student Recitals.

3. Reports and License Fee.

(a) LICENSEE shall furnish quarterly reports to ASCAP upon entering this Agreement and on or before the succeeding January 31, April, 30, July 31 and October 31 of each year, on forms supplied free of charge by ASCAP. The report to be submitted upon entering this Agreement shall state (i) the number of LICENSEE's Premises; (ii) the number of estimated ticketed Student Recitals for that calendar quarter; and (iii) the license fees due for that quarter. The report to be submitted on or before each succeeding quarterly due date shall state the number of (i) LICENSEE's Premises as of that quarterly due date and (ii) actual ticketed Student Recitals during the previous quarter; and (iii) the license fees due for that quarter.

(b) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee set forth in the rate schedule annexed hereto and made a part hereof. The license fees for each subsequent license 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.

(c) LICENSEE shall pay ASCAP the license fees due hereunder as follows: (i) Upon entering this Agreement, the license fees due for the first quarter of this Agreement as shown by the report due at that time; and (ii) by each succeeding quarterly due date, the license fees for the then current quarter, and any additional license fees due for the previous quarter, as shown by the report due on that date.

(d) In the event LICENSEE shall be delinquent in payment of license fees due to ASCAP by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1.5% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

4. 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 (30)-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.

5. Interference in ASCAP's Operations.

In the event of:

(a) any major interference with the operations of ASCAP 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 the ASCAP 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,

ASCAP 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.

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information within thirty (30) days of such change.

All required notices and reports are to be sent to:

Account Services Department
ASCAP
PO Box 331608
Nashville, TN 37203-9998

Name: _____
Title: _____
Address:_____
_____
Phone: _____
Fax: _____
Email: _____

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.)

MUSIC SCHOOL

2026 Rate Schedule

Account Number: _____ Premise Name: _____

$322.00 per location per year plus $27.00 per ticketed recital

I. ANNUAL LICENSE FEE BASED ON NUMBER OF LOCATIONS:

1. TOTAL NUMBER OF LOCATIONS ☐☐☐☐

2. LICENSE FEE PER LOCATION **x $322.00**

A. LICENSEE FEE BASED ON NUMBER OF LOCATIONS (Line 1. x Line 2.) **$** ☐☐☐☐

II. COMPUTATION OF LICENSE FEE BASED NUMBER OF TICKETED RECITALS:

1. NUMBER OF TICKETED RECITALS IN REPORTING QUARTER ☐☐☐☐

2. LICENSE FEE RATE x $**27.00**

B. LICENSE FEE BASED ON NUMBER OF TICKETED RECITALS (Line 1. x Line 2.) **$** ☐☐☐☐

III. TOTAL LICENSE FEE CALCULATION:

C. TOTAL LICENSE FEE DUE $☐☐☐☐☐☐☐☐☐.☐☐
[Line I.2.(A.) + Line II.2.(B.)]

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee for each calendar year commencing in 2026 shall be the license fee 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, rounded to the nearest $0.50. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MUSIC SCHOOL

2026 Quarterly Report Form

Account Number: _____ Premise Name: _____

$322.00 per location per year plus $27.00 per ticketed recital

Circle the Appropriate Reporting Quarter (based on calendar year)

1st (due April 30th) **2nd (due July 31st)** **3rd (due October 31st)** **4th (due January 31st)**

I. ANNUAL LICENSE FOR NEW LOCATIONS:

1. TOTAL NUMBER OF NEW LOCATIONS ☐☐☐

2. LICENSE FEE PER NEW LOCATION **x $322.00**

A. LICENSEE FEE BASED ON NUMBER OF NEW LOCATIONS (Line 1. x Line 2.) **$** ☐☐☐

II. COMPUTATION OF LICENSE FEE BASED NUMBER OF TICKETED RECITALS:

1. NUMBER OF TICKETED RECITALS IN REPORTING QUARTER ☐☐☐

2. LICENSE FEE RATE x $**27.00**

B. LICENSE FEE BASED ON NUMBER OF TICKETED RECITALS (Line 1. x Line 2.) **$** ☐☐☐

III. TOTAL LICENSE FEE CALCULATION:

C. TOTAL LICENSE FEE DUE $☐☐☐☐☐☐☐☐☐☐.☐☐
[Line I.2.(A.) + Line II.2.(B.)]

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fee for each calendar year commencing in 2026 shall be the license fee 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, rounded to the nearest $0.50. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

Music Store

ASCAP LICENSE AGREEMENT FOR MUSIC STORES

This ASCAP LICENSE AGREEMENT ("License Agreement") is made and entered into as of _____- (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street; New York, NY 10107, and _____ a corporation with a principal place of business at _____("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "Terms of Use").

Article 1. Certain Definitions.

1.1. "ASCAP Indemnitee" shall have the meaning ascribed in Section 8.1.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO including Musical Works written and/or published during the Term and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "Business Information" means the information regarding Licensee's Music Stores as set forth on the Key Terms/Fee Schedule annexed and made a part hereto as Schedule A (the "Key Terms/Fee Schedule").

1.5. "Dramatico-Musical Work" shall have the meaning ascribed in Section 5.1.

1.6. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights, all as may be set forth on the Key Terms and Fee Schedule.

1.7. "FPRO" (*i.e.*, 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.8. "Initial Term" shall have the meaning ascribed in Section 7.1.

1.9. "License Payment Date" shall have the meaning ascribed in Section 6.1.

1.10. "Licensed Rights" shall have the meaning ascribed in Section 3,1.

1.11. "Licensee's Music Stores" means the "<BUSINESS NAME>"-branded music stores listed and set forth on Schedule A-1.

1.12. "Licensee's Operating Policy" means, collectively, the Business Information as set forth on the Key Terms/Fee Schedule.

1.13. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.14. "Premises" means the physical location(s) of Licensee's Music Stores.

1.15. "Renewal Term" shall have the meaning ascribed in Section 7.1.

1.16. "State Disclosure Schedule" shall have the meaning ascribed in Section 4.2.

1.17. "Term" shall have the meaning ascribed in Section 7.1.

1.18. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE LICENSEE'S AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTS PAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITH THIS LICENSE AGREEMENT, AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 3. License Grant.

3.1. Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Premises ("Licensed Rights").

3.2. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 4. Additional Terms and Conditions.

4.1. Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including the applicable Business Information, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2. State Disclosure and Related Information. Schedule B hereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 5. Restrictions and Conditions.

5.1. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part (each, a "Dramatico-Musical Work"). By way of example and not limitation, a dramatic performance shall include the following: (a) performance of a Dramatico-Musical Work in its entirety; (b) performance of one or more musical compositions from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action and/or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action and/or visual representation; or (d) performance of a concert version of a Dramatico-Musical Work.

5.2. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

5.3. No Reproduction. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.4. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.5. No Performances Outside of the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

5.6. No Admission Fees. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) where a direct or indirect admission, entry or similar fee or charge that may be reduced to monetary compensation is imposed to hear such performance.

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement (including, without limitation, the terms and conditions set forth on the Key Terms/Fee Schedule) and the Terms of Use, in consideration for the rights and licenses granted by ASCAP to Licensee pursuant to this License Agreement Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) upon entering into this License Agreement and thereafter within 30 days after the commencement of each Renewal Term (each such date, a "License Payment Date") using the payment method associated with Licensee's User Account. Licensee acknowledges and agrees that the Fees for each Renewal Term, if any, shall be determined based on Licensee's Operating Policy in existence on the License Payment Date for such Renewal Term and in accordance with the terms and conditions set forth on the Key Terms/Fee Schedule. Licensee further acknowledges and agrees that the rates set forth on the Key Terms/Fee Schedule used to determine the Fees for each Renewal Term, if any, shall be the rates used to determine the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term). If payment is not promptly received by ASCAP when due from Licensee or Licensee's payment card issuer or its agents or other payment service provider, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2. Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each License Payment Date (or in the event any License Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the Fees for the immediately preceding License Payment Date (or, in the event of the first License Payment Date, the same as the Effective Date), adjusted (a) as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com) in accordance with this License Agreement. If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY LICENSE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE LICENSEE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT (X) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Y) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE LICENSE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees are determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on the Key Terms/Fee Schedule and Schedule A-1 attached thereto as applied to Licensee's Operating Policy existing at the time of such determination. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy and Schedule A-1 attached thereto, is true and correct. Licensee shall provide ASCAP with written notice of any change in Licensee's Operating Policy no later than the 30 days prior to the last day of the Initial term, and if applicable, 30 days prior to each Renewal Term, and shall, at such time, furnish to ASCAP all requested information including any changes to Schedule A-1 and certify that all information so provided is true and correct and Licensee's Operating Policy shall be considered so amended.

6.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax; provided, however, that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. All Fees are nonrefundable and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the license fees due ASCAP by less than 5%, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount. In the event any such audit shows Licensee to have underpaid the license fees due ASCAP by 5% or more, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the

"Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination within 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing notice to Licensee.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

7.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

7.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. INDEMNIFICATION; DISCLAIMER; WAIVER.

8.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, 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 License Agreement. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

8.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

8.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE

SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 9. Miscellaneous.

9.1. Notices. All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth at the end of this Section 9.1, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email. Notices to ASCAP shall be made to SVP Licensing, ASCAP, 1900 Broadway, New York, NY 10023 or via email at _____. Notices to Licensee shall be made to_____or via email at _____.

9.2. Assignment. This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect.

9.3. Relationship; No Third Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this License Agreement.

9.4. Interpretation. Headings are for convenience only and are not to be considered in construing or interpreting this License Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

9.5. Amendment; Waiver; Severability. Except as otherwise expressly provided for herein, this License 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. All remedies, rights, undertakings, and obligations contained in this License Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this License 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 License Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

9.6. Governing Law. This License Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York applicable to contracts wholly made and to be performed within the State of New York. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum.

9.7. Publicity. Licensee shall not be permitted to use the name, service or trademarks, logos or otherwise identify or refer to ASCAP or any of its affiliates in any press releases, publicity, marketing or promotional material without the prior, express written approval of ASCAP, in its sole discretion, in each instance and only in accordance with the Terms of Use.

9.8. Survival. Any provision of this License Agreement which, either by its terms or to give effect to its meaning, must survive, including Article 2, Section 3.2, Article 7 through (and including) Article 9, shall survive the cancellation, expiration or termination of this License Agreement.

9.9. Entire Agreement. This License Agreement, together with the schedules and exhibits 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 License Agreement or its subject matter that are not expressly set forth in this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		**LICENSEE**_____	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

Schedule A – Rate Schedule

Key Terms and Fee Schedule

The following rates are used to determine Fees:

# of Stores	Amt Per Store	# Per Tier	Number of Stores	Amt per Tier
1-10 Stores	$527.27	10		$0.00
11-100 Stores	$395.46	90		$0.00
101-150 Stores	$296.59	50		$0.00
151-200 Stores	$222.45	50		$0.00
201-250 Stores	$166.84	50		$0.00
251-300 Stores	$125.13	50		$0.00
301+ Stores	$93.85			$0.00
		Total	-	*$0.00*

Schedule A-1

Store Location Report Form

#	Address	City	State
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#	Address	City	State
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Schedule B

State Disclosure Statements and Related Information

PLAYGROUNDS, INDOOR
GROUPS OF 10 OR MORE

LICENSE AGREEMENT --
INDOOR PLAYGROUNDS
(GROUPS OF TEN OR MORE)

AGREEMENT between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("SOCIETY"), located at

and

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 arty as hereinafter provided, a license to perform publicly at each of the indoor playgrounds owned or operated by LICENSEE and specified on Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided (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) 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 shall terminate on the last day of the term in which notice is given.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof.

(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 f the premises, other than by means of music-on-hold telephone /stems operated by LICENSEE at the premises.

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

(d) This license does not extend to any indoor playgrounds not specified on Schedule "A."

(e) This license shall be effective only if ten or more indoor playgrounds are licensed hereunder; and, if during the term hereof the number of indoor playgrounds licensed hereunder decreases to fewer than ten, LICENSEE shall promptly notify SOCIETY and this license shall terminate automatically and without further notice at the end of the calendar year in which uch decrease occurs.

(f) This license is limited to LICENSEE and to the premises.

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

(h) 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.

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 annexed hereto and made a part hereof.

(b) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement, and on each succeeding January 1, April 1, July 1, and October 1 during the term hereof.

(c) The initial report to be furnished hereunder shall include: (A) a list identifying the location of each indoor playground owned or operated by LICENSEE as of that date, including the address and telephone number of each; (B) identification of those among such indoor playgrounds to be licensed hereunder; and, (C) the total license fee due for all such indoor playgrounds as of the date the report is due.

(d) Each subsequent report shall include: (A) any additions to or deletions from the list identifying the indoor playgrounds owned or operated by LICENSEE as of the date the report is due, including the address and telephone number of each; (B) identification of those among such indoor playgrounds to be licensed hereunder, and Schedule "A" shall be deemed amended accordingly; and (C) the total license fee due for all such indoor playgrounds as of that date.

(e) LICENSEE shall pay SOCIETY the license fees due hereunder quarterly in advance on January 1, April 1, July 1 and October 1 of each year during the term hereof, as shown by the reports due on those dates.

(f) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of such thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE 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.

(g) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1½% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(h) 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.

(i) If LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be

exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

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 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.

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 or any premises 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 notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

6. Notices

All notices required or permitted hereunder shall be duly and properly given if mailed to the other party by certified United States Mail, or 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 , 199

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By_____ By_____

_____ _____

TITLE 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.)

INDOOR PLAYGROUNDS
GROUPS OF 10 OR MORE
2026 Rate Schedule

ANNUAL LICENSE FEE
FOR EACH LICENSED INDOOR PLAYGROUND
FOR CALENDAR YEAR 2026

The annual fee for calendar year 2026 shall be:

$896.00 for each of the first one hundred (100) indoor playground locations;

$784.00 for each location from the one hundred and first (101st) to the two hundredth (200th);

$725.00 for each location from the two hundred and first (201st) to the three hundredth (300th);

$655.00 for each additional location above the three hundredth (300th +).

ANNUAL LICENSE FEE FOR EACH LICENSED INDOOR PLAYGROUND
FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for each licensed indoor playground for calendar year 2027 and each calendar year thereafter shall be the license fee 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

PLAYGROUNDS, INDOOR

INDIVIDUAL

LICENSE AGREEMENT-INDIVIDUAL INDOOR PLAYGROUNDS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 each of the indoor playgrounds owned or operated by LICENSEE and specified on Schedule "A," annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided (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) 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 shall terminate on the last day of the term in which notice is given.

(c) 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 of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof.

(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, other than by means of music-on-hold telephone systems operated by LICENSEE at the premises.

(c) This license does not authorize any performance by means of any jukebox for which a license from the Jukebox License Office or another license from SOCIETY is available.

(d) This license is limited to LICENSEE and to the premises, and does not extend to performances at any indoor playground not specified on Schedule "A."

(e) This license is limited to 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 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 presentation;

(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.

3. License Fees 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 annexed hereto and made a part hereof based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

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

(c) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty days or more, LICENSEE shall pay a finance charge on the license fees due of 1-1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(d) 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.

(e) If LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to Society the full amount of such tax.

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. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, 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)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, 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 such 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. If that Statement of LICENSEE's Operating Policy shows any additions or deletions from the list identifying the indoor playgrounds owned or operated by LICENSEE as of the date the Statement is due, Schedule "A" shall be deemed amended accordingly.

(e) If LICENSEE discontinues the performance of music at the premises, 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. 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, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure such breach or default and, in the event 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.

6. Interference with 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 or the Licensed Establishment are 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 notice to LICENSEE and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted hereunder shall be duly and properly given if mailed to the other party by certified United States Mail, or 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 , 20 .

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By_____

_____
TITLE

_____
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.)

INDIVIDUAL INDOOR PLAYGROUNDS

2026 Rate Schedule

ANNUAL LICENSE FEE
FOR EACH LICENSED INDOOR PLAYGROUND
FOR CALENDAR YEAR 2026

	Highest Price of Admission for a Three Hour Period		
Square Footage of Premise	Less Than $5.00	$5.00 to $10.00	More than $10.00
Less than 7,500	$559.00	$783.00	$1,005.00
7,500 to 15,000	$783.00	$1,005.00	$1,341.00
More than 15,000	$1,113.00	$1,341.00	$1,680.00

ANNUAL LICENSE FEE FOR EACH LICENSED INDOOR PLAYGROUND
FOR CALENDAR YEAR 2027 AND THEREAFTER.

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

PRIVATE CLUBS

PRIVATE CLUB LICENSE AGREEMENT

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

("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 the 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 performances on the premises which emanate from any point outside the premises or are transmitted by any means to the premises, including, but not-limited to, such means as background music services, pay television, cable television or wired music, excepting, however, performances by means of off-the-air reception of television broadcasts or radio broadcasts further transmitted on the premises by means of loudspeakers.

(d) 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.

(e) 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, based on "LICENSEE'S Operating Policy" (as hereinafter defined) for the

previous calendar year, paya ble quarterly in advance on January 20, April 1, July I and October 1 of each year. The term "LICENSEE'S Operating Policy", as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said rate schedule.

(b) LICENSEE warrants that the Statement of LICENSEE'S Operating Policy annexed hereto is true and correct.

(c) Said license fee totals $ annually, based on the facts set forth in said Statement of Operating Policy.

(d) LICENSEE shall submit a current Statement of Operating Policy to SOCIETY by January 20 of each contract year. Each such Statement shall be accompanied by payment to SOCIETY of the license fees due over and above all amounts paid to SOCIETY for the preceding calendar year pursuant to Paragraph 3(a). If the amount paid by LICENSEE for the preceding calendar year exceeds the license fee due for that year, LICENSEE shall apply the excess payment against future quarterly payments.

4. Society's Right to Audit

SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine LICENSEE'S books and records to such extent as may be necessary to verify any Statement of Operating Policy submitted by LICENSEE, or to determine the proper license fee to be paid hereunder. SOCIETY shall consider all information resulting from such examination as completely and entirely confidential.

5. 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.

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 the 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.

7. 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 SOCIETY 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.)

PRIVATE CLUBS

Rate Schedule

SCHEDULE I:
LIVE ENTERTAINMENT

For "live" entertainment, the sum to be paid by LICENSEE to SOCIETY for each contract year during the term of this agreement shall be the amount in the right-hand column below that corresponds to the "Annual Expenditure for all Entertainment at the Premises":

Annual Expenditure for All Entertainment at the Premises			Annual Rate
Less than		$5,000.00	$154
$5,000.00	to	$9,999.99	$231
$10,000.00	to	$14,999.99	$303
$15,000.00	to	$24,999.99	$457
$25,000.00	to	$34,999.99	$605
$35,000.00	to	$49,999.99	$754
$50,000.00	to	$64,999.99	$902
$65,000.00	to	$79,999.99	$1,139
$80,000.00	to	$99,999.99	$1,518
$100,000.00	to	$119,999.99	$1,898
$120,000.00	to	$139,999.99	$2,277
$140,000.00	to	$159,999.99	$2,657
$160,000.00	to	$179,999.99	$3,036
$180,000.00	to	$199,999.99	$3,416
$200,000.00	to	$249,999.99	$3,795
$250,000.00	to	$299,999.99	$4,180
$300,000.00		and over	$4,554

The term "expenditure for all entertainment at the premises" as used in this agreement shall be deemed to include all payments made (whether in money or in any other form) by LICENSEE for all entertainment at the premises, excluding any service in connection with entertainment rendered by the regularly employed staff of LICENSEE, but including the compensation paid to any persons whose services are especially and exclusively engaged for the presentation of any such entertainment.

Where any arrangement either by contract or otherwise exists between LICENSEE and any entity or person presenting entertainment at the premises, which arrangement or contract shall provide that as the consideration or any part thereof, certain or any accommodations or services are to be made available for its or his use, then in such case, the extent of such accommodations or services shall be clearly defined and the reasonable value thereof regarded as an expenditure by LICENSEE for such entertainment and reported to SOCIETY as expended during each contract year in which such entertainment is presented, provided that if LICENSEE and SOCIETY shall fail to agree as to the reasonable value of such accommodations or services the same shall be fixed at a sum equal to one-half of the prevailing rate charged to the guests or patrons of the premises for such accommodations or services.

LICENSEE shall estimate its "Annual Expenditure for all Entertainment at the Premises" for the first contract year based on the pro rata expenditure for all entertainment at the premises for those periods during the previous year when LICENSEE offered music as part of its Operating Policy.

SCHEDULE II:
MECHANICAL MUSIC

Number of Members			Annual Rate
1	to	300	$ 75
301	to	500	$100
501	to	700	$120
701	to	1,000	$135
1,000		and over	$150

** If audio-visual performances of mechanical music (such as the use of a large-screen projection television) are given, use the applicable category and add 50%.*

PROFESSIONAL SPEAKERS

Individual

LICENSE AGREEMENT- PROFESSIONAL SPEAKERS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203 and

("LICENSEE"),

located at

as follows:

1. Grant And Term Of License.
A. ASCAP grants to LICENSEE and LICENSEE accepts a license to perform publicly or cause to be performed publicly at any place where LICENSEE presents speeches, seminars and similar presentations and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement, "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 during the term of this Agreement, and of which ASCAP has the right to license non-dramatic public performances.

B. This license shall be for an initial term of one year commencing , 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 the last day of the term in which notice is given.

2. Limitations on License
A. This agreement is not assignable by operation of law or otherwise.

B. This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises.

C. This license does not authorize any performance by means of any jukebox for which a license from the Jukebox License Office is otherwise available.

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" (defined below) in its entirety;
(ii) performance of one or more musical compositions from a "dramatico-musical work" 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 presentation;
(iv) performance of a concert version of a "dramatico-musical work".

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 and to performances in the course and as part of speeches, seminars and similar presentations given by LICENSEE. This license does not extend to performances by LICENSEE at or during any event for which a license covering LICENSEE's presentation has been issued by ASCAP to a third party.

3. License Fees, Reports and Payments
A. In consideration of the license granted herein, LICENSEE agrees to pay ASCAP for each year of this Agreement the license fees computed in accordance with the attached Rate Schedule.

B. The license fee for the first year of this Agreement shall be payable upon the execution of this Agreement. The license fees for subsequent years of this agreement shall be payable by January 31 of each calendar year.

C. LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within forty-five days of its due date.

D. LICENSEE agrees to make available to ASCAP its books, records and/or other documents to such extent as may be necessary to confirm the number of speeches, seminars or similar presentations given by LICENSEE.

4. 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.

5. Interference in ASCAP's Operations

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 is 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.

6. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., mailgram, facsimile or similar transmission). Each party agrees to notify the other of any change of address.

7. Applicable Law

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

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP 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.)

PROFESSIONAL SPEAKERS

2026 Report Form

Account Number:_____ Premise Name:_____

Please Select One:

NUMBER OF SPEECHES, SEMINARS OR SIMILAR PRESENTATIONS	ANNUAL LICENSE FEE
○ 1 - 34	$502.50
○ 35 - 74	$1,009.50
○ 75 or More	$1,511.50

Annual CPI Adjustment

The annual license fee for the calendar year 2027 and each calendar year thereafter shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between October and the next preceding October, rounded to the nearest one-half dollar. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: Website:

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature:

ASCAP

Toll Free: 1-800-505-4052

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

Residential Community

ASCAP LICENSE AGREEMENT FOR RESIDENTIAL COMMUNITIES

This ASCAP LICENSE AGREEMENT ("License Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at One Lincoln Plaza, 1900 Broadway, New York, NY 10023, and _____ ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the terms and conditions relating to the access to and use of the ASCAP website as set forth at www.ASCAP.com/about/legal-terms (the "Terms of Use").

Article 1. Certain Definitions.

1.1. "ASCAP Indemnitee" shall have the meaning ascribed in Section 8.1.

1.2. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.3. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published by ASCAP Members or by the members of any FPRO including Musical Works written and/or published during the Term and (b) for which ASCAP controls, during the Term, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.4. "Business Information" means the information regarding the Residential Communities located at the Premises, as set forth on the Key Terms/Fee Schedule annexed and made a part hereto as Schedule A with and including all Schedules attached to such Key Terms/Fee Schedule (collectively the "Key Terms/Fee Schedule").

1.5. "Common Areas" means lobby, meeting, gathering or other areas of a Residential Community other than personal residences, that are made available for use solely by residents of the Residential Community and their personal guests for social, cultural, recreational, or entertainment purposes.

1.6. "Dramatico-Musical Work" shall have the meaning ascribed in Section 5.1.

1.7. "Fees" means the fees, charges, rates and other amounts charged by or on behalf of ASCAP for the Licensed Rights, all as may be set forth on the Key Terms and Fee Schedule.

1.8. "FPRO" (*i.e.*, 'foreign performing rights organization') means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.9. "Initial Term" shall have the meaning ascribed in Section 7.1.

1.10. "License Payment Date" shall have the meaning ascribed in Section 6.1.

1.11. "Licensed Rights" shall have the meaning ascribed in Section 3.1.

1.12. "Licensee's Operating Policy" means, collectively, the Business Information and Music Uses, as set forth on the Key Terms/Fee Schedule.

1.13. "Live Event" means an event or function organized or sponsored by Licensee or its affiliates or agents at which the performance of music is the primary focus, such as but not limited to musical concerts, music competitions and electronic dance music performance events.

1.14. "Music Uses" means the method and manner in which Musical Works are publicly performed at the Common Areas of the Premises, as set forth on the Key Terms/Fee Schedule.

1.15. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.16. "Premises" means the physical location(s) of the Residential Communities listed and set forth on

Schedule A-1 to the Key Terms/Fee Schedule.

1.17. "Renewal Term" shall have the meaning ascribed in Section 7.1.

1.18. "Residential Community" means a group of owner occupied or leased residences in a common physical location under central or common management or operation, wherein the residents thereof may have access to Common Areas within the location.

1.19. "State Disclosure Schedule" shall have the meaning ascribed in Section 4.2.

1.20. "Term" shall have the meaning ascribed in Section 7.1.

1.21. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

Article 2. Authority and Binding Effect.

2.1. Authority; Authorization. BY ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE, YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT) HEREBY REPRESENT AND WARRANT THAT (A) YOU HAVE THE FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE AND TO CREATE A LEGAL, VALID AND BINDING OBLIGATION ON LICENSEE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF; (B) ALL CORPORATE, ORGANIZATIONAL AND OTHER PROCEEDINGS REQUIRED TO BE TAKEN BY LICENSEE TO AUTHORIZE YOUR AGREEMENT TO, AND PERFORMANCE UNDER, THIS LICENSE AGREEMENT HAVE BEEN TAKEN AND ALL NECESSARY AUTHORIZATIONS, PERMITS, CONSENTS AND APPROVALS REQUIRED HAVE BEEN OBTAINED; AND (C) YOUR ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE DOES NOT AND SHALL NOT VIOLATE ANY APPLICABLE LAW, RULE OR REGULATION OR REQUIRE ANY ADDITIONAL CONSENT OR OTHER ACTION BY ANY OTHER PERSON OR ENTITY.

2.2. ELECTRONIC SIGNATURE AND CONTRACTS. ASCAP PROVIDES ITS LICENSEES WITH THE ABILITY TO ENTER INTO AGREEMENTS AND TO PURCHASE LICENSES AND OTHER SERVICES ELECTRONICALLY. BOTH YOU (AS THE INDIVIDUAL ENTERING INTO AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF LICENSEE) AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT ELECTRONIC SUBMISSIONS CONSTITUTE LICENSEE'S AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PROMPTLY PAY FOR ALL FEES AND OTHER APPLICABLE AMOUNTS PAYABLE. SUCH AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO (A) ALL TRANSACTIONS ENTERED INTO BY YOU OR LICENSEE IN CONNECTION WITH ASCAP, INCLUDING IN CONNECTION WITH THIS LICENSE AGREEMENT, AND (B) OTHER COMMUNICATIONS ASCAP PROVIDES TO YOU ELECTRONICALLY (WHETHER BY POSTING ON ASCAP'S INTERNET PLATFORMS OR OTHERWISE), INCLUDING (TO THE FULL EXTENT ALLOWED BY LAW) NOTICES, DISCLOSURES, POLICIES, CONTRACTS, AMENDMENTS, PRICES CHANGES AND OTHERWISE, AND BOTH YOU AND LICENSEE AGREE THAT SUCH ELECTRONIC RECORDS AND COMMUNICATIONS SATISFY ANY LEGAL REQUIREMENT THAT SAME BE IN WRITING. ACCORDINGLY, YOU AND LICENSEE SHOULD MAINTAIN COPIES OF ELECTRONIC COMMUNICATIONS BY PRINTING A PAPER COPY OR SAVING AN ELECTRONIC COPY.

Article 3. License Grant.

3.1. Scope of License. Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Common Areas of the Premises and solely in connection with the Music Uses ("Licensed Rights").

3.2. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 4. Additional Terms and Conditions.

4.1. Key Terms and Fee Schedule. The Key Terms/Fee Schedule (as set forth on Schedule A) sets forth certain terms and conditions, including the applicable Business Information, Music Uses, Fees, Premises and other business and legal terms applicable to Licensee's license of the right to publicly perform the ASCAP

Repertory. In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the Key Terms/Fee Schedule, the terms and conditions of this License Agreement shall control to the extent necessary to resolve any such conflict.

4.2. State Disclosure and Related Information. Schedule B hereto sets forth certain disclosures, notices, rights and other terms and conditions that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Schedule"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Schedule, the terms and conditions of the State Disclosure Schedule shall control to the extent necessary to resolve any such conflict.

Article 5. Restrictions and Conditions.

5.1. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part (each, a "Dramatico-Musical Work"). By way of example and not limitation, a dramatic performance shall include the following: (a) performance of a Dramatico-Musical Work in its entirety; (b) performance of one or more musical compositions from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action and/or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action and/or visual representation; or (d) performance of a concert version of a Dramatico-Musical Work.

5.2. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

5.3. No Reproduction. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.4. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

5.5. License Limited to the Common Areas of the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Common Areas of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

5.6. Limitation on Live Events. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) by means of Live Events to persons other than residents of the Residential Community and their personal guests.

Article 6. Payment Requirements and Terms.

6.1. Payment of Fees. Subject to the terms and conditions of this License Agreement (including, without limitation, the terms and conditions set forth on the Key Terms/Fee Schedule) and the Terms of Use, in consideration for the rights and licenses granted by ASCAP to Licensee pursuant to this License Agreement Licensee hereby agrees to pay in full the Fees (including all applicable taxes and levies as described below) upon entering into this License Agreement and thereafter within 30 days after the commencement of each Renewal

Term (each such date, a "License Payment Date") using the payment method associated with Licensee's User Account. Licensee acknowledges and agrees that the Fees for the Initial Term and each Renewal Term, if any, shall be determined based on Licensee's Operating Policy in existence on the License Payment Date for such Initial Term or Renewal Term and in accordance with the terms and conditions set forth on the Key Terms/Fee Schedule. Licensee further acknowledges and agrees that the rates set forth on the Key Terms/Fee Schedule used to determine the Fees for each Renewal Term, if any, shall be the rates used to determine the Fees for the immediately preceding Renewal Term (or in the event of the first Renewal Term, the Initial Term) adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in the October immediately preceding the first day of the applicable Renewal Term (or in the event of the first Renewal Term, the Initial Term). If payment is not promptly received by ASCAP when due from Licensee or Licensee's payment card issuer or its agents or other payment service provider, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

6.2. Recurring/Automatic Billing. Unless Licensee otherwise modifies its User Account settings as described below, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee on each License Payment Date (or in the event any License Payment Date is not a business day, the first business day thereafter) the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees which may be billed via the payment card associated with Licensee's User Account. The Fees charged will be the same as the Fees for the immediately preceding License Payment Date (or, in the event of the first License Payment Date, the same as the Effective Date), adjusted (a) as described in this License Agreement and/or (b) as otherwise notified by ASCAP in advance (including as may be posted on www.ASCAP.com) in accordance with this License Agreement. If Licensee wishes to disable the aforementioned automatic billing feature, Licensee must log into its User Account and modify its billing preferences accordingly.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD THE APPLICABLE FEES EACH AND EVERY LICENSE PAYMENT DATE AFTER THE INITIAL TERM OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE LICENSEE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT (X) ASCAP ELECTS TO AUTOMATICALLY BILL LICENSEE AND ASCAP IS UNABLE TO SUCCESSFULLY CHARGE THE APPLICABLE PAYMENT CARD AS PART OF LICENSEE'S USER ACCOUNT OR (Y) ASCAP ELECTS NOT TO AUTOMATICALLY BILL LICENSEE AND LICENSEE DOES NOT REMIT THE REQUIRED FEES BY THE LICENSE PAYMENT DATE (AS DEFINED ABOVE), ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

6.3. Licensee's Operating Policy. Licensee acknowledges that the Fees are determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on the Key Terms/Fee Schedule as applied to Licensee's Operating Policy existing at the time of such determination. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall provide ASCAP with written notice of any change in Licensee's Operating Policy no later than the last day of the Initial term, and if applicable, the last day of each Renewal Term, and shall, at such time, furnish to ASCAP all requested information and certify that all information including any changes to Schedule A-1, so provided is true and correct and Licensee's Operating Policy shall be considered so amended..

6.4. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax; provided, however, that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

6.5. No Refunds or Credits. All Fees are nonrefundable and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part.

6.6. Audit. ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the license fees due ASCAP by less than 5%, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date ASCAP demands payment of such amount. In the event any such audit shows Licensee to have underpaid the license fees due ASCAP by 5% or more, Licensee shall pay a finance charge on the additional license fees due of one and one half percent (1-1/2%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional license fees were due.

Article 7. Term and Termination.

7.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of 12 months, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). This License Agreement shall automatically renew for additional, successive 12-month periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination within 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

7.2. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing notice to Licensee.

7.3. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

7.4. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

7.5. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 8. INDEMNIFICATION; DISCLAIMER; WAIVER.

8.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, 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 License Agreement. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

8.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

8.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 9. Miscellaneous.

9.1. Notices. All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth on the Key Terms/Fee Schedule, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

9.2. Assignment. This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect.

9.3. Relationship; No Third Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this License Agreement.

9.4. Interpretation. Headings are for convenience only and are not to be considered in construing or interpreting this License Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include(s), but are not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

9.5. Amendment; Waiver; Severability. Except as otherwise expressly provided for herein, this License 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. All remedies, rights, undertakings, and obligations contained in this License Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition of this License 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 License Agreement, which shall be and remain effective as though such invalid, illegal or unenforceable provision had not been contained herein.

9.6. Governing Law. This License Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York applicable to contracts wholly made and to be performed within the State of New York. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum.

9.7. Publicity. Licensee shall not be permitted to use the name, service or trademarks, logos or otherwise identify or refer to ASCAP or any of its affiliates in any press releases, publicity, marketing or promotional material without the prior, express written approval of ASCAP, in its sole discretion, in each instance and only in accordance with the Terms of Use.

9.8. Survival. Any provision of this License Agreement which, either by its terms or to give effect to its meaning, must survive, including Article 2, Section 3.2, Section 6.6, Article 7 through (and including) Article 9, shall survive the cancellation, expiration or termination of this License Agreement.

9.9. Entire Agreement. This License Agreement, together with the schedules and exhibits 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 License Agreement or its subject matter that are not expressly set forth in this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		LICENSEE _____	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

Schedule A

Key Terms and Fee Schedule

Licensee Name: _____

Contact Information:

Telephone: _____
Email: _____

Licensee Contact Location:

_____

_____

_____

Business Information related to rate calculation, *e.g.: see following page*

Music Uses related to rate calculation, *e.g.:* see following page

Fees: _____

License Payment Date(s):

ASCAP email contact information (for notices): _____

ASCAP RATE SCHEDULE FOR RESIDENTIAL COMMUNITIES

Based upon Licensee's Operating Policy, the following rates are used to determine Fees: See Rate Schedule

Residential Community
2026 Rate Schedule

Schedule A. Recorded Music*

Number of Units in Community	Fee Per Community
Less than 150	$480.00
151 - 500	$576.00
More than 500	$658.00

Recorded Music: This fee applies for the performance of music by mechanical or electronic devices, including, but not limited to, radio, compact discs, internet streaming and other digital audio formats (e.g. MP3/iPod), DVD and other digital audiovisual formats, including multiple or large screen televisions / projection screens.

Schedule B. Live Music

12 or Fewer Events Per Year - $412.00 per Community
13 - 24 Events Per Year- $821.00 per Community
More than 24 Events Per Year -$1,370.00 per Community

Live Music: This fee applies for the performance of music by live musicians or recorded music enhanced with such features as live disc jockeys, karaoke, emcee's, dancing, shows, acts or games.

***Licensees between 10 and 100 communities shall receive a 10% discount applied to the total fee.**
***Licensees between 101 and 200 communities shall receive a 15% discount.**
***Licensees over 200 communities shall receive a 20% discount.**

LICENSE FEES FOR 2027 SEASON AND THEREAFTER
The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

2026 Report Form

Name of Community	Address	Number of Units	Live Music Events Per Year	Recorded Music (Fee per Schedule A)	Live Music Rate (Sch. B)	Total Rate (Sch. A + Sch. B)

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

RETAIL STORES

Live and Mechanical Music
Audio and Audio-Visual

LICENSE AGREEMENT- RETAIL STORES LIVE AND MECHANICAL MUSIC AUDIO AND AUDIO-VISUAL USES

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

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 commencing , and continuing thereafter for additional terms of one year each unless terminated as hereinafter provided, a license to perform publicly by means of live musicians or "mechanical music" (as hereinafter defined), and not otherwise, at each of the locations specified in Schedule "A", annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided ("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. As used in this agreement, the term "mechanical music" shall mean music performed by: i) the reception of radio broadcasts and further transmission of those broadcasts over a loudspeaker or system of loudspeakers; ii) the use of LICENSEE'S (as distinguished from a background music service's) audio records or audio tapes by means of LICENSEE'S audio-only record or tape player; or iii) non-live audio-visual uses of music (such as the use of a large-screen projection television or video tapes).

(b) 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.

(c) This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns and subsidiaries, 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.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in Paragraph "1(c)" hereof, and is limited to the 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, oratorio, opera, play with music, revue, or ballet.

3. License Fee and Reports

(a) In consideration of the license granted herein, LICENSEE agrees to pay to SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made a part hereof, payable quarterly in advance on January 1, April 1, July 1 and October 1 of each year.

(b) LICENSEE shall furnish a report to SOCIETY on January 1, April 1, July 1 and October 1 of each year, indicating whether each location specified in Schedule "A" performed music during the previous quarter by means of live or mechanical music, and if by mechanical music, whether such performances are by audio means, audio-visual means, or both, and indicating any additions or deletions of locations at which music has been performed during the previous quarter, including the month in which the addition or deletion occurred, and whether such locations perform by means of live or mechanical music, and if by mechanical music, whether such performances are by audio means, audio-visual means, or both. Schedule "A" shall thereafter be deemed amended to include or exclude such premises. Such report shall also indicate the total number of premises licensed and the total license fees due for said quarter. In the case of license fees specified as annual license fees in the annexed rate schedule, said total fees shall be adjusted on the following monthly pro rata basis for locations which have been added or deleted during the previous quarter: if the location being added or deleted used music for half a month or more, license fees shall be paid for the full month; if for less than half a month, no license fees shall be due for that month. If said total fees are greater than the amount paid in advance for said quarter, LICENSEE shall submit payment of the difference with the report; if less, SOCIETY shall issue a credit applicable to the next quarter's advance payment.

(c) As of the date of execution of this agreement, said license fee totals $ Dollars annually, based on the number of locations, and the type of music use for each set forth in Schedule "A".

(d) If LICENSEE discontinues the performance of music at all of the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. For purposes of this agreement, a discontinuance of music shall be one in effect for no less than thirty days.

(e) In the event that LICENSEE'S payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY'S receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY'S activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

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 the 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. In the event of such termination, SOCIETY shall refund 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.)

RETAIL STORE

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Account Name: _____

REPORTS ARE DUE QUARTERLY FOR THE PRIOR QUARTER
Jan 1 (Oct-Dec), Apr 1 (Jan-Mar), Jul 1 (Apr-Jun), Oct 1 (Jul-Sep)

SCHEDULE I. Performance of music by mechanical means only, without acts:

A. Individual locations:

1. Annual license fee for audio-only performances:
   $324.00 up to 3 speakers
   $ 67.00 each additional speaker
   Maximum license fee: $2,715.00

2. Annual license fee for audio-visual performances:
   $488.50 up to 3 speakers
   $ 99.00 each additional speaker
   Maximum license fee: $4,097.00

B. Chains having 10 or more locations under common ownership performing music by mechanical means only, without acts:

1. Annual license fee for audio-only performances:
   $324.00 for each of the first 200 locations;
   $292.50 for each location from the 201st to the 400th;
   $240.00 for each location from the 401st to the 1,000th;
   $215.50 for each location from the 1,001st to the 2,000th; and
   $195.00 for each additional location above 2,000

2. Annual license fee for audio-visual performances:
   $488.50 for each of the first 200 locations;
   $433.50 for each location from 201st to the 400th;
   $360.50 for each location from the 401st to the 1,000th;
   $324.00 for each location from the 1,001st to the 2,000th; and
   $284.50 for each additional location above 2,000

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

SCHEDULE II. Performance of live music (e.g., performances of live music in a cafe section of a book or record store), or performance of mechanical music with acts (e.g., a fashion show at which live models display clothes to the accompaniment of mechanical music):

A. **Individual Locations** $59.50 per day per location using live music, subject to a maximum annual live fee of $4,835.00 per location.

B. **Chains having 10 or more Locations** $59.50 per day per location using live music, subject to a maximum annual live fee of $3,771.50 per location.

C. **Alternative Rate Schedule for Chains having more than 100 Locations** Chains having more than 100 locations shall pay either the live music fee calculated in accordance with Schedule II.B. or this Schedule II.C., whichever is lower.

Number of Locations in Chain*	Annual Live Fee
For the First 150 Locations	$218,503.00
For Each Additional Location from the 151st to the 200th Location	$1,121.00 per Location
For Each Additional Location from the 201st to the 250th Location	$876.00 per Location
For Each Additional Location from the 251st to the 300th Location	$686.00 per Location
For Each Additional Location from the 301st to the 350th Location	$555.00 per Location
For Each Additional Location from the 351st to the 400th Location	$448.00 per Location
For Each Additional Location above the 400th Location	$367.00 per location

Annual License Fee For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

Individual Location: _____

Address: _____

Schedule I.A. **Number of Speakers:** **Audio:** _____ **Audio-Visual:** _____ **Total:** _____

Schedule I.B. **Number of Locations:** **Audio:** _____ **Audio-Visual:** _____ **Total:** _____

Schedules II.A. and II.B. Please list separately for each Location the total number of live music performances.

Schedule II.C. **Total Number of Locations in Chain:** _____

Mechanical Music Rate Based on Above Policy: $ _____.__

*Under Rate Schedule II.C., fees are calculated on the total number of locations in the Chain, without regard to whether or not individual locations have live music.

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

RETAIL STORE
2026 Live Music Report Form

Account Number: _____ Account Name: _____

REPORTS ARE DUE QUARTERLY FOR THE PRIOR QUARTER
Jan 1 (Oct-Dec), Apr 1 (Jan-Mar), Jul 1 (Apr-Jun), Oct 1 (Jul-Sep)

PERFORMANCE OF LIVE MUSIC

SCHEDULE II. Performance of live music (e.g., performances of live music in a cafe section of a book or record store), or performance of mechanical music with acts (e.g., a fashion show at which live models display clothes to the accompaniment of mechanical music).

Store Name and Location	Date(s)	Name or Description of Events	Number of Performance Days

Annual License Fee For Calendar Year 2027 and Thereafter

The annual license fees set forth in the Rate Schedule will apply for the calendar year 2026. All rates (including the maximum 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

STATEMENT OF LICENSEE'S OPERATING POLICY

Month(s) of: _____ Total Number of Days: _____

x $59.50

Live Music Uses Total Fees Due: $ _____ . __ *

*Maximum Annual Live Fee of $4,835.00 per location.

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052
E-payment Website: http://www.ascap.com/mylicense or http://www.ascap.com

ROLLER RINK

LICENSE AGREEMENT – Roller Rinks

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

("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 the LICENSEE and to the premises.
(b) This license does not authorize performances in connection with a skating revue, extravaganza or show (other than "exhibition skating").
(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 outside of the premises.
(d) 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.
(e) 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the rate schedule annexed hereto and made part hereof, based on "LICENSEE's Operating Policy" (as hereinafter defined), payable quarterly in advance on January 1, April 1, July 1 and October 1 of each year. The term "LICENSEE's Operating Policy," as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said rate schedule.
(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy annexed hereto is true and correct.
(c) Said license fee totals $ annually, based on the facts set forth in said Statement of LICENSEE's Operating Policy.

4. Changes in LICENSEE'S Operating Policy

(a) LICENSEE agrees to give Society thirty days prior notice of any change in LICENSEE's Operating Policy. For purposes of this agreement, a change in LICENSEE's Operating Policy shall be one in effect for no less than thirty days.
(b) Upon any such change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed rate schedule, LICENSEE shall pay said increased license fee, effective as of the initial date of such change, whether or not notice of such change has been given pursuant to Paragraph 4(a) of this agreement.
(c) Upon any such change in LICENSEE's Operating Policy resulting in a reduction of the license fee, based on the annexed rate schedule, LICENSEE shall be entitled to such 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 notice of such change. If LICENSEE fails to give such prior notice, any such reduction and credit shall be effective thirty days after LICENSEE gives notice of such change.
(d) In the event of any such 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.
(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. 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, 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.

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 the 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.

7. 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 SOCIETY 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.)

ROLLER SKATING RINKS

2026 Rate Schedule

I. ANNUAL SCHEDULE*

	Area of Roller Skating Surface in Square Feet		
Highest Admission Price(**)	**1 to 10,000**	**10,001 to 15,000**	**Over 15,000**
Under $1.50	$324	$486	$609
$1.50 to $2.00	$430	$647	$809
$2.01 to $2.50	$538	$809	$1,006
$2.51 to $3.00	$647	$974	$1,202
$3.01 to $3.50	$755	$1,137	$1,404
$3.51 to $4.00	$862	$1,293	$1,601
$4.01 to $4.50	$974	$1,458	$1,794
$4.51 to $5.00	$1,080	$1,618	$1,996
$5.01 to $5.50	$1,185	$1,780	$2,194
$5.51 to $6.00	$1,293	$1,943	$2,393
$6.01 to $6.50	$1,404	$2,106	$2,592
$6.51 to $7.00	$1,511	$2,266	$2,784
$7.01 to $7.50	$1,618	$2,429	$2,986
$7.51 to $8.00	$1,726	$2,592	$3,186
$8.01 to $9.00	$1,836	$2,752	$3,379
$9.01 to $10.00	$1,943	$2,915	$3,580
$10.01 to $11.00	$2,051	$3,077	$3,777
$11.01 to $12.00	$2,159	$3,238	$3,976
$12.01 to $13.00	$2,266	$3,400	$4,174
$13.01 to $14.00	$2,372	$3,561	$4,371
$14.01 to $15.00	$2,482	$3,728	$4,570
Over $15.00	$2,592	$3,882	$4,766

(**) Highest Admission Price is the highest normal price of admission to the roller skating rink and does not refer to the price of admissions to extraordinary events at the roller skating rink that are not regularly scheduled. Regularly scheduled events are those that occur at least on a bi-monthly basis, (i.e. twice per month).

The Highest Admission Price is exclusive of tax, if the tax is shown to the public as a separate amount from the admission price. If the tax is not separately set forth to the public, but is included in the total admission price, then it is considered part of the highest admission price.

Skate rental fees are considered part of the Highest Admission Price. However, a deduction of no more than $.75 will be given for skate rental fees in determining the Highest Admission Price.

*Rates include those for performances made by mechanical means, as well as live performances during skate sessions where no separate or additional charges are made for such live performances.

Example A: Admission prices are $2.50 with skates and $2.00 without skates. The Highest Admission price under the ASCAP Rate Schedule is $2.00.

Example B: Admission prices are $2.75 with skates and $1.75 without skates. The Highest Admission price under the ASCAP Rate Schedule is $2.00. (Computed as $2.75 less the maximum allowable skate rental charge of $.75).

Example C: One price admission of $3.00, which includes skates. The Highest Admission price under the ASCAP Rate Schedule is $2.25. (Computed as $3.00 less the maximum allowable skate rental charge of $.75).

II. SEASONAL SCHEDULE.

For seasonal licenses, the 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.

III. DISCOUNTS.

(1) A five percent (5%) discount will be applied to all above rates when the entire annual payment is made in advance on or before January 15th. (2) A separate five percent (5%) discount will be applied to all annual payments made through the secured ASCAP website at https://www.ascap.com/mylicense/.

Annual License Fee For Calendar Years 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

SHOPPING CENTERS AND MALLS

LICENSE AGREEMENT-COMMON AREAS IN SHOPPING CENTERS AND SHOPPING MALLS

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

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:

("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

2026 Rate Schedule

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

SIZE OF SHOPPING CENTER/SHOPPING MALL*	DAILY LICENSE FEE
Up to 299,999 Square Feet	$59.50
300,000 Square Feet to 899,999 Square Feet	$81.00
900,000 Square Feet and Over	$99.50

*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 $4,827.50.

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
   $324.00 Up to 3 Speakers
   $ 67.00 Each Additional Speaker
   Maximum License Fee: $2,715.00

B. Annual license fee for audio-visual performances
   $488.50 Up to 3 Speakers
   $ 99.00 Each Additional Speaker
   Maximum License Fee: $4,097.00

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

LICENSE FEES FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

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.

COMMON AREAS IN INDIVIDUAL SHOPPING CENTERS AND SHOPPING MALLS

2026 Report Form

Account Number: _____ Account 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*:

	Date	Name or Description of Performances	Daily ASCAP License Fee**
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 $4,827.50) $☐☐☐☐.☐☐

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: $2,715.00)

2. Audio-Visual: Number of speakers _____ _____

(Maximum license fee: $4,097.00)

TOTAL: (Add lines 1 and 2, but not more than $4,097.00) $☐☐☐☐.☐☐

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 ☐☐☐☐☐☐☐☐☐

SHOWS/COMPETITIONS

Rate Schedules used with the Shows/Competitions License:

Shows/Competitions (General)
Gymnastic Competition
Skiing Competition
Swimming Competition

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

_____ ("LICENSEE"), located at _____ _____
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, 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

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.

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.

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.

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.

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:

ASCAP Attention: Clara Kim, Esq.
Executive Vice President and Chief Legal Officer
250 West 57th Street New York, NY 10107
Email: ckim@ascap.com list Clara Kim.

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 SOCIETY 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.)

SHOWS AND COMPETITIONS

2026 Rate Schedule

A. Fee For Calendar Year 2026

Total Attendance (Paid or Otherwise)	Fee per Attendee
1 - 20,000	Minimum Fee Per Event $352.10
20,001 - 100,000	$0.015
100,001 - 500,000	$0.012
500,000 or more	$0.011

According to the schedule above, to calculate your Fee, sum together the Total Attendance from all Competitions occurring during the year, and apply to that result the applicable fee according to the Schedule

B. Minimum Annual Fee: The minimum annual fee payable shall be $352.10

C. Fee For Calendar Year 2027 and Beyond

The license fee for calendar year 2026 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

GYMNASTIC COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each gymnastic competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

SKIING COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each skiing competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP License Agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

SWIMMING COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each swimming competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$
			$

Total Amount Due: = $

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

SKATEPARKS

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:

1. 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.

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 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 by 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 (v) 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
2026 Rate Schedule

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

HIGHEST ADMISSION PRICE	SQUARE FOOTAGE OF SKATEPARK: Up to 10,000	10,001 to 20,000	20,001 to 40,000	Over 40,000
Less than $7	$1,191.70	$1,557.90	$2,016.80	$2,658.00
$7.01 - $12	$1,319.70	$1,704.80	$2,199.80	$2,933.00
$12.01 - $18	$1,429.70	$1,833.50	$2,383.30	$3,299.90
Over $18	$1,503.10	$1,961.60	$2,548.40	$3,666.40

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 lice 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 2027 AND BEYOND

The license fee for calendar year 2027 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

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

ASCAP
Toll Free: 1-800-505-4052 Fax: 615-691-7795
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

Sports – Amateur League

AMATEUR SPORTS LEAGUE

ASCAP MUSICAL WORKS LICENSE AGREEMENT

This **ASCAP MUSICAL WORKS LICENSE AGREEMENT** (the "Agreement") is entered into as of the _____ (the "Effective Date"), by and between the **AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS** ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107 and _____ ("Licensee"), with offices at _____

ASCAP and Licensee individually referred to as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

1.1. "Actual Fee" has the meaning ascribed in Section 4.1.

1.2. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

1.3. "Amateur Sports League" means an organized league of individual athletic teams that compete in team sports such as, but not limited to, baseball, basketball, soccer, hockey, lacrosse, rugby and football, and that are comprised of players competing on an amateur basis for which no salary, payment or remuneration of any kind is received by such players for their participation in such league or on such team, and where such league is not a part of, or connected to, any educational, camping, recreational or similar entity or system.

1.4. "Amateur Sports League Event" means a Game (as hereafter defined) and all events and functions at the Premises (as hereafter defined) connected to, and occurring immediately prior or subsequent to, any such Game that are open to attendees of such Game and that are sponsored, presented or promoted by Licensee or the teams playing in such Game. For the avoidance of doubt, a Game and all its connected events and functions shall collectively be considered a single "Amateur Sports League Event".

1.5. "ASCAP Indemnitee" has the meaning ascribed in Section 7.2.

1.6. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.7. "ASCAP Repertory" means all copyrighted Musical Works (as hereafter defined) (a) written and/or published by ASCAP Members or by the members of any FPRO (as hereafter defined), including Musical Works written and/or published during the Term (as hereafter defined) and (b) for which ASCAP controls, during the Term, the non-dramatic public performance in the Territory (as hereafter defined), but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO.

1.8. "Dramatico-Musical Work" means a dramatic work such as, but not limited to, a musical comedy, opera, operetta, play with music, revue, or ballet.

1.9. "Estimated Fee" has the meaning ascribed in Section 4.1.

1.10. "Game" means an Amateur Sports League game or match scheduled as a part of Licensee's Amateur Sports League 'season', including any 'pre-season' and 'post-season' game or match as such terms are commonly used, where such game or match has been played in whole or in part.

1.11. "Free Event" means an Amateur Sports League Event for which no direct or indirect fee, charge or payment of any kind is required for admission or attendance to any part of such Amateur Sports League Event.

1.12. "Free Event Fee" means the product of the Free Event Rate (as hereafter defined) for an applicable Year (as hereafter defined) multiplied by the number of Free Events held in the applicable Year.

1.13. "Free Event Rate" means the rate for Free Events set forth on the rate schedule attached as Exhibit A as may be amended from time to time pursuant to this Agreement.

1.14. "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.15. "Initial Term" has the meaning ascribed in Section 5.1.

1.16. " License Fees" has the meaning ascribed in Section 4.1.

1.17. "License Fee Report" has the meaning ascribed in Section 4.2.

1.18. "Licensee Indemnitee" has the meaning ascribed in Section 7.1.

1.19. "Live Concert Event" means a live entertainment performance event wherein a substantial focus or portion of which is the live performance of Musical Works and for which a direct or indirect admission fee, charge or payment of any kind

is imposed either separately or as part of a bundled price with other products, services or events including but not limited to Amateur Sports League Events.

1.20. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.21. "Premises" means all physical locations at which occur Licensee's Amateur Sports League Events.

1.22. "Renewal Term" has the meaning ascribed in Section 5.1.

1.23. "Term" has the meaning ascribed in Section 5.1.

1.24. "Terms of Use" has the meaning ascribed in Section 4.2.

1.25. "Territory" means the United States of America, its territories and possessions, and the Commonwealth of Puerto Rico.

1.26. "Ticketed Event" means an Amateur Sports League Event for which a direct or indirect fee, charge or payment of any kind is required for admission or attendance to any part of such Amateur Sports League Event.

1.27. "Ticketed Event Fee" means the product of the Ticketed Event Rate (as hereafter defined) for an applicable Year multiplied by the number of Ticketed Events held in the applicable Year.

1.28. "Ticketed Event Rate" means the rate for Ticketed Events set forth on the rate schedule attached as Exhibit A as may be amended from time to time pursuant to this Agreement.

1.29. "True-up Fee" has the meaning ascribed in Section 4.1.

1.30. "Year" means each twelve-month period during the Term commencing on the Effective Date and each anniversary thereof.

Article 2. License Grant.

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, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) in the Territory solely at the Premises and solely during Licensee's Amateur Sports League Events.

2.2. Separate Licenses. This license shall not extend to or cover any performances licensed pursuant to a separate ASCAP license with Affiliates or any third party, such as but not limited to, background music suppliers.

2.3. Reservation of Rights. ASCAP retains all right, title and interest in and to the ASCAP Repertory and except for the limited rights and licenses granted to Licensee pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

Article 3. Restrictions and Conditions.

3.1. License Limited to Non-Dramatic Performances. The license granted in Section 2.1 is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any Dramatico-Musical Work. By way of example and not limitation, a dramatic performance shall include the following: (a) performance of a Dramatico-Musical Work in its entirety; (b) performance of one or more musical compositions from a Dramatico-Musical Work accompanied by dialogue, pantomime, dance, stage action and/or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action and/or visual representation; or (d) performance of a concert version of a Dramatico-Musical Work.

3.2. No Right to Sublicense or Redistribute. In no event

shall Licensee sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein or otherwise license others, including any Affiliate of Licensee, the right to perform publicly in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

3.3. No Reproduction. Nothing in this Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this Agreement.

3.4. License Limited to the Premises. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to its Affiliates or any third party, the

right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

3.5. Certain Live Concert Performances. This Agreement does not authorize or otherwise grant any right or license to perform or otherwise use any of the ASCAP Repertory at, or in connection with, any Live Concert Event.

3.6. Separate Licenses. This Agreement does not extend to, or cover, any performances licensed pursuant to a separate ASCAP license agreement with an Affiliate of Licensee or any third party, such as, but not limited to, background music suppliers.

Article 4. License Fees and Reports

4.1. License Fees. In consideration of the rights and licenses granted by ASCAP to Licensee pursuant to this Agreement, and subject to, and in accordance with the following provisions of this Article 4, Licensee shall pay to ASCAP (a) upon execution of this Agreement, and within 30 days after the commencement of each succeeding Year, estimated fees for that applicable Year comprised of the sum of the estimated Free Event Fee and Ticketed Event Fee for such applicable Year (collectively the "Estimated Fees"); and (b) within 30 days of the end of each Year, an amount equal to the difference between the aggregated actual Free Event Fees and Ticketed Event Fees payable for such prior Year ("Actual Fees") minus the Estimated Fees payable for such prior Year, provided, however, if such difference results in a negative sum, Licensee shall be entitled to a credit for such difference (the "True-up Fee"; the Estimated Fee and the True- up Fee are collectively referred to as the "License Fees"). For each successive Year during the Term, the Free Event Rate and Ticketed Event Rate shall be an amount equal to the Free Event Rate and Ticketed Event Rate used for the immediately preceding Year, respectively, adjusted in accordance with the increase in the Consumer Price Index — All Urban Consumers - (CPI-U) during the twelve-month period concluding in October of the calendar year immediately preceding the applicable calendar year for which the License Fees are being determined. Licensee shall pay a late payment charge for all amounts not paid when due, equal to one and one half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

4.2. Reports. At the same time that any License Fees are due and payable by Licensee hereunder, Licensee shall submit a report setting forth the information relating to the calculation of License Fees as identified on and in the form attached as Exhibit B (each a "License Fee Report"). The License Fee Report shall be sufficient to enable ASCAP to accurately calculate and confirm the License Fees payable to ASCAP hereunder and include, at a minimum, the number of estimated and actual Ticketed Events and Free Events during the course of the applicable Year as the case may be. In addition, Licensee shall provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time, which is necessary to substantiate the License Fees amounts and/or is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory. Acceptance by ASCAP of any License Fees payments or any License Fee Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any such License Fee Report.

4.3. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of License Fees under this Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax; provided, however, that ASCAP is permitted by law to pass through such tax to its licensees.

4.4. Audit Rights. During the Term, and for a period of two years thereafter, Licensee shall maintain accurate books and records in accordance with generally accepted accounting principles consistently applied and sufficient to verify the accuracy of payments due to ASCAP hereunder. Upon at least ten days prior notice to Licensee, ASCAP shall have the right at its expense and no more than once per calendar year during the Term and for a period of two years thereafter, to examine and complete an audit of Licensee's books and records in order to verify the correctness of the amounts paid pursuant to this Agreement and the information included in any required License Fee Report, provided, however, that ASCAP may not re-examine a period unless Licensee submits or has submitted revised License Fee Reports for such period. Any such audit shall be conducted only at Licensee's principal place of business (unless otherwise mutually agreed by the parties), during Licensee's normal business hours and in a manner that does not unreasonably interfere with the normal business operations of Licensee. In the event that any such audit reveals an underreporting or underpayment, Licensee agrees to pay a finance charge of one and one half percent per month, or the maximum rate permitted by New York law, whichever is less, on the fees due from the date ASCAP invoices Licensee for such fees and, if the underpayment is five percent or more of the total

amount due for the period in question, then Licensee shall also reimburse ASCAP's for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 5. Term and Termination

5.1. Term. This Agreement shall commence on the Effective Date and shall continue for a period of one year, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). The Agreement shall automatically renew for additional, successive one-year periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination within 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

5.2. 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 such termination shall not be effective if such breach has been cured prior to the expiration of such 30-day period.

5.3. Effect of Termination. Upon any termination or expiration of this Agreement for any reason all rights and licenses granted by ASCAP to Licensee herein shall terminate.

Article 6. Representations and Warranties

Each Party represents and warrants 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.

Article 7. Indemnification; Limitation of Liability

7.1 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 Indemnitee") based upon or in connection with any action or claim by a third party arising out of any actual or alleged breach of ASCAP's representations and warranties contained in this Agreement. 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 Indemnitee shall be entered into or agreed to without the applicable Licensee Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the Licensee Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (b) each Licensee Indemnitee 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.

7.2 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, and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) the Premises, 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.. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

7.3 Limitation of Liability. EXCEPT FOR (a) ASCAP'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.1, (b) LICENSEE'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 7.2, AND/OR (c) CLAIMS ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 8. Miscellaneous

8.1. Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier, to the applicable Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice by email shall be acceptable provided that copies of the communication are also sent via one of the above means. All notices shall be deemed given on the date personally delivered or when placed in the mail as specified.

If to ASCAP:

Attention: Stephanie Ruyle
Executive Vice President, Licensing
2 Music Square West
Nashville, TN 37203
Phone: (212) 621-6038
Email: sruyle@ascap.com

Copy to:

Wayne Josel, Esq.
Senior Vice President
ASCAP
250 West 57th Street
New York, NY 10107
Phone: (212) 621-6172
Email: wjosel@ascap.com

If to Licensee:

[PLEASE PROVIDE CONTACT INFORMATION]
[_____]
[_____]
Telephone:
Telecopy:
Email: [_____]

Copy to:
[_____]
Attention:
Address:
Telephone:
Telecopy:
Email:

8.2. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect.

8.3. Relationship; No Third Party Beneficiaries. Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third party beneficiaries, actual or intended, pursuant to this Agreement.

8.4. Counterparts and Interpretation. This Agreement may be executed in any number of counterparts and by PDF or facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. Each Party has participated substantially in the negotiation and drafting of this Agreement and each Party agrees that any ambiguity herein should not be construed against either Party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular.

8.5. Consents. Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either Party pursuant to this Agreement shall (a) be in writing and (b) not be unreasonably withheld. Each Party shall make only reasonable requests pursuant to this Agreement.

8.6. 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. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either Party. If any term, covenant or condition 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.

8.7. Governing Law. This Agreement 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.

8.8. Independent Legal Advice. Each of the Parties has received independent legal advice concerning both the nature of this Agreement and their legal rights and obligations pursuant to this Agreement. The Parties have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress of any kind.

8.9. Publicity; Press Releases. Except as otherwise expressly provided herein, neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express approval of such other Party, in its sole discretion, in each instance.

8.10. Further Assurances. Each of the Parties hereto shall take such further actions and execute and deliver such additional documents and instruments consistent herewith as may be reasonably required in order to effectuate and/or implement the purposes and intentions of this Agreement.

8.11. Survival. The provisions of Section 2.3, Article 4, Article 6, Article 7, and this Article 8 shall survive the cancellation, expiration or termination of this Agreement.

8.12. Entire Agreement. This Agreement, together with the Exhibits 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____

Name: _____
[Type or Print]

Title: _____

Account Legal Entity: _____

By: _____

Name: _____
[Type or Print]

Title: _____

EXHIBIT A

RATE SCHEDULE

FOR THE 2026 LICENSE YEAR

FREE EVENT RATE: $9.75 Per Free Event

TICKETED EVENT RATE: $14.25 Per Ticketed Event

FOR THE 2027 LICENSE YEAR

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

EXHIBIT B

LICENSE FEES REPORT

Report Period: Year _____

1. Estimated Fee for Current Year:

	Estimated Number of Events		Applicable Rate	Total
a. Free Events	_____	X	_____	$_____
b. Ticketed Events	_____	X	_____	$_____
c. Total Estimated Fee (Sum of Lines 1.a and 1.b)				$_____

2. Actual Fee for Prior Year:

	Actual Number of Events		Applicable Rate	Total
a. Free Events	_____	X	_____	$_____
b. Ticketed Events	_____	X	_____	$_____
c. Total Actual Fee (Sum of Lines 2.a and 2.b)				$_____
d. Estimated Fee From Prior Year				$_____

3. True-up Fee: (Line 2.c minus Line 2.d) $_____

4. Total License Fees (Sum of Lines 1.c and 3): $_____

CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of _____

By: _____
Signature

_____
Name and Title

SPORTS LICENSE

Rate Schedules used with the Sports License:

Auto Racing Tracks
Baseball – Minor League
Basketball – Minor League
Body Building Contests
Boxing
Cheerleading Competition
Dog Competition
Dog Racing Tracks
Drag Boat Racing
Football- Minor League
Grand Prix Auto Racing
Gymnastic Competition
Independent Hockey League
Hockey - Minor League
Horse and Harness Racing Tracks
Horse Competition
Jai-Alai Frontons
Lacrosse (Indoor Box)
Lacrosse (Outdoor)
Martial Arts
Motorcycle Racing
Polo Matches -Horse
Rodeo
Roller Games/Roller Derby
Skating Competition
Soccer- Major League Indoor
Soccer - Minor League Indoor
Soccer - Minor League Outdoor
Tennis - Professional
Wrestling

LICENSE AGREEMENT - SPORTS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2 Music Square West; Nashville, TN 37203 and

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term commencing on the first day of the first "Season" specified in the rate schedule annexed hereto and made a part hereof (as said rate schedule defines the term ("Season"), and ending on the last day of the last Season so specified, a license to perform publicly at

("the premises"), and not elsewhere, nondramatic 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.

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 the 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 is limited to nondramatic 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, oratorio, choral work, opera, play with music, revue, or ballet.

3. License Fees

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee for each Season during the term hereof, as set forth in the rate schedule annexed hereto and made a part hereof, based on "LICENSEE'S Operating Policy" (as hereinafter defined), payable thirty days before the start of each Season. The term "LICENSEE'S Operating Policy", as used in this agreement, shall be deemed to mean all of the factors which determine the license fee applicable to the premises under said rate schedule.

(b) LICENSEE warrants that the Statement of LICENSEE'S Operating Policy annexed hereto and made a part hereof is true and correct for the Season specified in said Statement, and agrees to furnish to SOCIETY a current Statement of its Operating Policy no later than thirty days prior to the commencement of subsequent Seasons within the license term.

4. Changes in Licensee's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior notice of any change in LICENSEE'S Operating Policy for the premises. For purposes of this agreement, a change in LICENSEE'S Operating Policy shall be one in effect for no less than thirty days.

(b) Upon any such change in LICENSEE'S Operating Policy resulting in an increase in the license fee, based on the annexed rate schedule, LICENSEE shall pay said increased license fee, effective as of the initial date of such change, whether or not notice of such change has been given pursuant to paragraph 4(a) of this agreement.

(c) Upon any such change in LICENSEE'S Operating Policy resulting in a reduction of the license fee, based on the annexed rate schedule, LICENSEE shall be entitled to such 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 notice of such change. If LICENSEE fails to give such prior notice, any such reduction and credit shall be effective thirty days after LICENSEE gives notice of such change.

(d) In the event of any such 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.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this agreement upon thirty days prior notice, the termination to be effective at the end of such 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. 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, 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.

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 the 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.

7. 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 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.)

AUTO RACING TRACKS

2025 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Racing Date

2025 Season $53.00

The term "Racing Date" shall mean each series of races for which separate admission is charged or separate entry is required. For example, if a track has both a matinee (afternoon) series of races and an evening series of races on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐

2) **Applicable Rate per Race Dates for Above Season:** **x $53.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MINOR LEAGUE BASEBALL

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ **Premise Name:** _____

License Fee Per Home Game

2026 Season $98.50

The term "Home Game" shall mean each Minor League Baseball game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Baseball game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Home Games for the Above Season:** ☐

2) **Applicable Rate per Home Game for Above Season:** **x $98.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

MINOR LEAGUE BASKETBALL

2025 - 2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2025 to 2026 Season $88.50

The term "Home Game" shall mean each Minor League Basketball game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Basketball game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2026- 2027 SEASON AND THEREAFTER

The license fee for the 2026-2027 Season and each subsequent Season shall be the license fee for the preceding Season, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding July and the next preceding July. If the CPI-U for July for either applicable year is not available, the increase, if any, will be based on the last month preceding July for which the CPI-U for each applicable year is available.

* * * \

BODY BUILDING CONTESTS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Meet

2026 Season $151.50

The term "Meet" shall mean each body building contests for which separate admission is charged or separate entry is required. For example, if a body building contest has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all meets occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each meet. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last meet. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fee for each show for each Season commencing 2027 shall be the license fee for the preceding season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Meets for the Above Season:** ☐

2) **Applicable Rate per Meet for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

BOXING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Card

2026 Season $151.50

The term "Card" shall mean each boxing session for which separate admission is charged or separate entry is required. For example, if a boxing event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all cards occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each card. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last card. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Cards for the Above Season:** ☐

2) **Applicable Rate per Card for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

CHEERLEADING COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each cheerleading competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$
			$

Total Amount Due: = $

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052

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

DOG COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each dog competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP license agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $

Contact Person & Title

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052

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

DOG RACING TRACKS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Racing Date

2026 Season $53.00

The term "Racing Date" shall mean each series of races for which separate admission is charged or separate entry is required. For example, if a track has both a matinee (afternoon) series of races and an evening series of races on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐☐☐

2) **Applicable Rate per Race Dates for Above Season:** **x $53.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

DRAG BOAT RACING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Racing Date

2026 Season $461.00

The term "Racing Date" shall mean each calendar day on which a race, practice session, or equivalent occurs.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐

2) **Applicable Rate per Race Dates for Above Season:** **x $461.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

MINOR LEAGUE FOOTBALL

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2026 to 2027 Season $558.00

The term "Home Game" shall mean each Minor League Football game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Football game. However, it is not applicable to musical events (such as live concerts) presented before or after the Minor League Football game on that date. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 - 2028 SEASON AND THEREAFTER

The license fee for the 2027 - 2028 Season and each subsequent Season shall be the license fee for the preceding Season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Home Games for the Above Season:** ☐

2) **Applicable Rate per Home Game for Above Season:** **x $558.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

GRAND PRIX AUTO RACING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

License Fee Per Racing Date

2026 Season $461.00

The term "Racing Date" shall mean each series of races for which separate admission is charged or separate entry is required. For example, if a track has both a matinee (afternoon) series of races and an evening series of races on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐

2) **Applicable Rate per Race Dates for Above Season:** **x $461.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Website: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

INDEPENDENT HOCKEY LEAGUE

2025 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2025 - 2026 Season $41.50

The term "Home Game" shall mean each hockey game played and deemed as a "game" under Licensee's Rules and at which "Member Team" is designated the Home Team. All-star games shall be deemed a Home Game.

The term "Season" shall mean the period of time from the first date of any of Licensee's "Member Teams" "Home Games", within which all games are played, including exhibition, so-called pre-season and post-season Home Games, to the date of the last championship game.

The above Rate Schedule covers the use of live and mechanical music in conjunction with all of Licensee's "Member Teams" games. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2026 AND THEREAFTER

The annual license fee hereunder for attendance for each calendar year commencing 2026, 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 June and the next preceding June, rounded to the nearest one-half dollar. If the CPI-U for June for either applicable year is not available, the increase, if any, will be based on the last month preceding June for which the CPI-U for each applicable year is available.

****

Type of report: ○ Estimated Report ○ Actual Report

1) **Number of Home Games for the Above Season:** ☐☐☐

2) **Applicable Rate per Home Game for Above Season:** **x $41.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

MINOR LEAGUE HOCKEY

2025 - 2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2025 to 2026 Season $88.50

The term "Home Game" shall mean each Minor League Hockey game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Hockey game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's concert rate schedule shall apply.

LICENSE FEE FOR 2026-2027 SEASON AND THEREAFTER

The license fee for the 2026-2027 Season and each subsequent Season shall be the license fee for the preceding Season, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding July and the next preceding July. If the CPI-U for July for either applicable year is not available, the increase, if any, will be based on the last month preceding July for which the CPI-U for each applicable year is available.

****

1) **Number of Home Games for the Above Season:** ☐

2) **Applicable Rate per Home Game for Above Season:** **x $88.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

HORSE & HARNESS RACING TRACKS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Racing Date

2026 Season $53.00

The term "Racing Date" shall mean each series of races for which separate admission is charged or separate entry is required. For example, if a track has both a matinee (afternoon) series of races and an evening series of races on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐☐☐

2) **Applicable Rate per Race Dates for Above Season:** **x $53.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

HORSE COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each horse competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP License Agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct.

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

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

JAI-ALAI FRONTONS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Session*

2026 . . . . . $37.50

The term "Session" shall mean each series of jai-alai matches for which separate admission is charged or separate entry is required. For example, if a fronton has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two sessions. The term "session" shall also mean pari-mutuel racing presented at the fronton by audio-visual means.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each session. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last jai-alai match, or the first or last pari-mutuel race, respectively, in any session. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) Number of Sessions for the Above Season: ☐

2) Applicable Rate per Session for Above Season: **x $37.50**

3) License Fee Based on Above Policy: $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐

Phone Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐ Ext: ☐☐☐☐☐ Fax Number: ☐☐☐ - ☐☐☐ - ☐☐☐☐

Email: ☐☐ Website: ☐☐

I certify the above information is true and correct.

Dated: ☐☐ / ☐☐ / ☐☐☐☐ Signature: ☐☐

ASCAP

Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

INDOOR BOX LACROSSE

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Fee per Home Game $167.00

The term "Home Game" shall mean each Indoor Box Lacrosse game at which Licensee is the home team and for which separate admission is charged or separate entry is required. For example, if a Box Lacrosse event has both a matinee (afternoon) game and an evening game on the same calendar day, the fee paid shall be for two events.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Indoor Box Lacrosse game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027-2028 SEASON AND THEREAFTER

The license fee for the 2027-2028 Season and each subsequent Season shall be the license fee for the preceding Season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Home Games for the Above Season:** ☐

2) **Applicable Rate per Home Game for Above Season:** **x $167.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

OUTDOOR BOX LACROSSE

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

**Fee per Home Game . . .

MARTIAL ARTS

2026 Rate Schedule and Report Form

Account Number: _____ Premise Name: _____

License Fee Per Event

2026 Season $151.00

The term "event" shall mean each martial arts session for which separate admission is charged or separate entry is required. For example, if a martial arts event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all events occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each event. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last event. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The annual license fee for each event for each Season commencing 2027 shall be the license fee for the preceding season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Events for the Above Season:** ☐

2) **Applicable Rate per Event for Above Season:** **x $151.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

MOTORCYCLE RACING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Racing Date

2026 Season $461.00

The term "Racing Date" shall mean each calendar day on which a race, practice session, or equivalent occurs.

The term "Season" shall mean the period of time within each calendar year during which all racing dates occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each racing date. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last race. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Racing Dates for the Above Season:** ☐

2) **Applicable Rate per Race Dates for Above Season:** **x $461.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

POLO MATCHES (HORSE)
2026 Rate Schedule

License Fee Per Home Match

2026 Season $122.00

The term "matches" shall mean each polo match session for which separate admission is charged or separate entry is required. For example, if a polo match has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all home matches occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each home match. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last polo match session. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

ANNUAL LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The annual license fee for each match for each Season commencing 2027 shall be the license fee for the preceding season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

2026

STATEMENT OF LICENSEE'S OPERATING POLICY POLO MATCHES (HORSE)

1) Number of Matches for the Above Season: _____

2) Applicable Rate per Home Match for Above Season: X $ 122.00

3) License Fee Based on Above Policy: **$**_____
(Line 1 times Line 2)

CERTIFICATE

I hereby certify that the foregoing Statement of Licensee's Operating Policy is true and correct as of day ____ of _____, _____.

Licensee Name **ASCAP Account Number**

Name and Title of Person Completing Form (Please Print) **Signature**

Phone No.:_____ **Fax No.:**_____ **Email Address:**_____

ASCAP
Toll Free: 1-800-505-4052
www.ascap.com/mylicense

RODEO

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name: _____

License Fee Per Show

2026 Season $151.50

The term "show" shall mean each rodeo session for which separate admission is charged or separate entry is required. For example, if a rodeo has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all shows occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each show. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last show. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Sessions for the Above Season:** ☐

2) **Applicable Rate per Session for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

ROLLER GAMES/ROLLER DERBY

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Date

2026 Season $167.00

The term "date" shall mean each session for which separate admission is charged or separate entry is required. For example, if a Roller Game/Roller Derby event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Roller Game/Roller Derby event. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last Roller Game/Roller Derby session, respectively, on any date. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

License Fees For Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of "Dates" for the Above Year:** ☐☐☐

2) **Applicable Rate per "Date" for Above Year:** **x $167.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

SKATING COMPETITION

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number:_____ Premise Name:_____

Attendance	Daily License Fee
Up to 3,000 persons	$119.00
3,001 to 6,000 persons	$172.00
6,001 to 12,000 persons	$240.00
Over 12,000 persons	$354.00

The above Rate Schedule covers the use of live and mechanical music in conjunction with each skating competition. However, it is not applicable to musical events (such as live concerts) presented before or after the competition. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

DISCOUNTS: A discount of 20% may be deducted from the above fees for payment for each competition in excess of twenty-five performed by LICENSEE during the initial term or any renewal term of LICENSEE's ASCAP License Agreement.

DAILY LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The daily license fees set forth in this Rate Schedule shall apply for calendar year 2026. For calendar year 2027 and each calendar year thereafter, the license fee shall be the license fees 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

PLEASE COMPLETE THE FOLLOWING FOR EACH DAY OF COMPETITION

DATE OF COMPETITION	NAME OF COMPETITIVE EVENT AND PHYSICAL ADDRESS OF THE EVENT	ATTENDANCE	DAILY EVENT FEE
			$
			$
			$
			$
			$
			$

Total Amount Due: = $_____.__

Contact Person & Title _____

Phone Number: ___-___-____ Ext: _____ Fax Number: ___-___-____

Email: _____ Website: _____

I certify the aboe information is true and correct.

Dated: __/__/____ Signature: _____

ASCAP Toll Free: 1-800-505-4052

E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

MAJOR LEAGUE INDOOR SOCCER

2025 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2025 to 2026 Season $181.00

The term "Home Game" shall mean each Major League Indoor Soccer game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Major League Indoor Soccer game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2026-2027 SEASON AND THEREAFTER

The license fee for the 2026-2027 Season and each subsequent Season shall be the license fee for the preceding Season, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding July and the next preceding July. If the CPI-U for July for either applicable year is not available, the increase, if any, will be based on the last month preceding July for which the CPI-U for each applicable year is available.

* * * \

MINOR LEAGUE INDOOR SOCCER

2025 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2025 to 2026 Season $88.00

The term "Home Game" shall mean each Minor League Indoor Soccer game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Indoor Soccer game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2026-2027 SEASON AND THEREAFTER

The license fee for the 2026-2027 Season and each subsequent Season shall be the license fee for the preceding Season, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding July and the next preceding July. If the CPI-U for July for either applicable year is not available, the increase, if any, will be based on the last month preceding July for which the CPI-U for each applicable year is available.

* * * \

MINOR LEAGUE OUTDOOR SOCCER

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Premise Name: _____

License Fee Per Home Game

2026 Season $89.00

The term "Home Game" shall mean each Minor League Outdoor Soccer game played in its entirety or as deemed a "game" under League Rules and at which Licensee is the home team.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Minor League Outdoor Soccer game. However, it is not applicable to musical events (such as live concerts) presented before or after any Home Game. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fee for the 2027-2028 Season and each subsequent Season shall be the license fee for the preceding Season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Home Games for the Above Season:** ☐

2) **Applicable Rate per Home Game for Above Season:** **x $89.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

PROFESSIONAL TENNIS

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: _____ Account Name: _____

License Fee Per Home Event

2026 Season $180.00

The term "Home Event" shall mean each session of tennis matches at which Licensee is the home team and for which separate admission is charged or separate entry is required. For example if there is both a matinee (afternoon) session of matches and evening session of matches on the same day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within which all games are played, including exhibition, so-called "pre-season", "regular season", play-off and championship matches.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each Professional Tennis game. However, it is not applicable to musical events (such as live concerts) presented before or after the Professional Tennis event on that date. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR CALENDAR YEAR 2027-2028 AND THEREAFTER

The license fee for the 2027-2028 Season and each subsequent Season shall be the license fee for the preceding Season, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Home Events for the Above Season:** ☐

2) **Applicable Rate per Home Event for Above Season:** **x $180.00**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐

WRESTLING

2026 Rate Schedule and Statement of Licensee's Operating Policy

Account Number: Premise Name:

License Fee Per Card

2026 Season $151.50

The term "Card" shall mean each wrestling session for which separate admission is charged or separate entry is required. For example, if a wrestling event has both a matinee (afternoon) session and an evening session on the same calendar day, the fee paid shall be for two events.

The term "Season" shall mean the period of time within each calendar year during which all card occur.

The above Rate Schedule covers the use of live and mechanical music in conjunction with each show. However, it is not applicable to musical events (such as live concerts) presented before or after the first or last card. In such circumstances, SOCIETY's Concert Rate Schedule shall apply.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

****

1) **Number of Cards for the Above Season:** ☐

2) **Applicable Rate per Card for Above Season:** **x $151.50**

3) **License Fee Based on Above Policy:** $☐☐☐☐☐☐☐☐☐☐.☐☐
(Line 1 times Line 2)

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

SYMPHONY ORCHESTRAS

Expenses of $250,000 or More

LICENSE AGREEMENT - SYMPHONY ORCHESTRAS WHICH HAVE ANNUAL TOTAL EXPENSES OF $250,000 OR MORE

Agreement made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("SOCIETY"), located at One Lincoln Plaza, New York, New York 10023 and

("LICENSEE"), located at

as follows:

1. (a) SOCIETY grants and LICENSEE accepts for a term of three years, commencing October 1, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly in concerts given by

("orchestra') at

and at other auditoriums in which orchestra shall give performances while on tour (the "premises"), non-dramatic renditions of the separate musical compositions including symphonic and other concert works heretofore copyrighted or composed by members of SOCIETY and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted or composed by members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights.

(b) This license is not assignable nor transferable by operation of law, devolution or otherwise, and is limited strictly to the LICENSEE and to the premises. The license fee herein provided to be paid is based upon the performance of such non-dramatic renditions for the entertainment solely of such persons as may be physically present on or in the premises described, and does not authorize the radio or television broadcasting, or transmission by wire or otherwise, of such performances or renditions to persons outside of such premises, and no license is hereby granted for any such radio or television broadcasting or transmission.

(c) Either party may, on notice given six months prior to the end of the initial or any renewal term, terminate this license effective on the following September 30.

2. (a) This license is limited to performances given in the United States, its territories and possessions, and in any other place not within the territorial jurisdiction of another performing right society to which SOCIETY has granted the right to license public performances of works in SOCIETY'S repertory.

(b) This license is limited to symphony orchestras, which have annual total expenses of $250,000 or more.

(c) This license shall not extend to or be deemed to include: (i) operatic or dramatico-musical works (including plays with music, revues and ballets) as such, in whole or in part, or songs or other excerpts from operas or music plays accompanied either by pantomime, dance or visual representation of the work from which the music is taken; but fragments or instrumental selections from such works may be instrumentally rendered without dialogue, costume, accompanying dramatic action or scenic accessory, and unaccompanied by any stage action or visual representation of the work of which such music forms a part; or (ii) the right to perform any special orchestral arrangements or transcriptions of the musical compositions licensed hereunder unless such arrangements or transcriptions have been copyrighted by members of SOCIETY or by members of foreign societies which have granted to SOCIETY the right to license such performances.

3. SOCIETY reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license any musical work as to which any suit has been brought or threatened based on a claim that such composition infringes a composition not contained in SOCIETY's repertory, or on a claim that SOCIETY does not have the right to license the performing rights in such composition.

4. LICENSEE agrees to furnish to SOCIETY each month a program containing a list of all musical compositions performed by LICENSEE in each of the performances by the orchestra at the premises during the previous month, including all encores.

5. (a) The term `Adjusted Box Office" as used in this Agreement shall mean all gross box office receipts from concerts and concert fees for all concerts, excluding income from concerts benefiting the orchestra, such as pension fund concerts. Gross receipts shall in no event include income from program advertising, concessions, or recording or radio or television broadcasting activities. Gross receipts from "run-out" concerts and tours shall be adjusted by deducting transportation and per diem costs incurred in connection therewith; but in no event shall such deductible costs for any such concert or tour exceed the gross receipts thereof.

(b) The term "Season" as used in this Agreement shall mean the twelve-month period commencing October 1 of each calendar year and ending on the next September 30.

6. (a) In consideration of the license herein granted, LICENSEE agrees to pay SOCIETY the following license fees:
(i) On or before April 26, 1991 a sum equal to 0.95% (.0095) of the Adjusted Box Office for the 1989/1990 Season; and
(ii) On October 1, 1991 and each succeeding October 1 during the term hereof, a sum equal to 0.95% (.0095) of the Adjusted Box Office for the preceding Season.
(b) LICENSEE shall submit a report to SOCIETY simultaneously with each payment specified in subparagraph "6(a)," on forms supplied free of charge by SOCIETY, and certified by LICENSEE, showing the total Adjusted Box Office for the preceding Season.

(c) In the event LICENSEE shall be more than three months delinquent in payment of licensee fees due on or after (5ctober 1, 1991 hereunder, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees were due.

7. (a) SOCIETY shall have the right to require from LICENSEE such reasonable data or information in addition to that furnished by LICENSEE under subparagraph "6(b)" of this Agreement as may be deemed necessary in order to ascertain the Adjusted Box Office, as provided by this Agreement. SOCIETY shall have the further right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to 'verify such statement or statements as may be required by this Agreement. SOCIETY shall consider all data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.

(b) The period for which SOCIETY may audit pursuant to this Agreement shall be limited to three Seasons preceding the Season in which the audit is made provided, however, that if an audit is postponed at the request of LICENSEE, SOCIETY shall have the right to audit for the period commencing with the third Season preceding the Season in which notification of intention to audit was first given by SOCIETY to LICENSEE. This three Season limitation shall not apply if LICENSEE fails or refuses after written notice from SOCIETY to produce the books and records necessary to verify any report or statement of accounting rendered pursuant to this Agreement. Nothing herein shall restrict SOCIETY's right to audit under previous license agreements, for a limit of three Seasons for all such license agreements provided, however, that SOCIETY's right to audit shall not extend to any Season preceding the 1987/1988 Season.

(c) In the event any such audit shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or less, LICENSEE shall pay a finance charge on the additional license fees due at the rate of 1% per month, or at the maximum rate permitted by law, whichever is less, from the date SOCIETY demands payment of such amount.

(d) In the event any such audit shows LICENSEE to have underpaid the license fees due SOCIETY by more than 5%, LICENSEE shall pay a finance charge on the additional license fees due at the rate of 1% per month, or at the maximum rate permitted by law, whichever is less, from the date(s) the license fees were due.

8. Upon any breach or default by either party of any term or condition contained herein, the other party may terminate this license by giving the party in default 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. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

9. 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, in the event of such termination, shall refund to LICENSEE any unearned license fees paid in advance.

10. (a) SOCIETY agrees to indemnify, save and hold LICENSEE, its artists and the proprietors of the premises, harmless, and defend LICENSEE, its artists and the proprietors of said premises from and against any claim, demand or suit that may be made or brought against them or any of them with respect to performances given by LICENSEE during the term hereof in accordance with this license, of "cleared composition(s)" (as hereinafter defined), or of any musical compositions heretofore copyrighted or composed by members of SOCIETY and now or hereafter during the term hereof in SOCIETY's repertory or hereafter during the term hereof copyrighted or composed by present members of SOCIETY or by future members of SOCIETY so long as such present or

future members remain members of SOCIETY. In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account of any taper as is hereinabove referred to, LICENSEE shall promptly give SOCIETY written notice thereof and simultaneously therewith deliver to SOCIETY any such notice, process, paper or pleading, or a copy thereof, and SOCIETY at its own expense shall have sole charge of the defense of any such action or proceeding. 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 or proceeding and with whom counsel for SOCIETY shall cooperate. LICENSEE shall cooperate with SOCIETY in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds, or other instruments, but at the sole expense of SOCIETY, that may be required in order properly to defend and resist any such action or proceeding, and prosecute any appeals taken therein.

(b) In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand, or action is made, or begun against LICENSEE on account of the rendition by LICENSEE of any musical composition (other than a "cleared compositions)") contained in SOCIETY's repertory but not heretofore or hereafter during the term hereof copyrighted or compose(by members of SOCIETY, SOCIETY agrees at the request of LICENSEE to cooperate with and assist LICENSEE in the defense of any such action or proceeding, and in any appeals that LICENSEE may elect to take from any judgments or orders entered therein.

(c) This Paragraph `10" shall not apply to performances of any works that may be restricted under Paragraph "3" if such performances occur after the date of notice of restriction or withdrawal given in accordance with Paragraph "11:'

(d) The term "cleared composition(s)" as used in this Agreement shall mean any musical composition which SOCIETY shall have notified LICENSEE is a composition with respect to which SOCIETY is willing to indemnify LICENSEE, provided that SOCIETY may limit such indemnity to a specific program of LICENSEE for which a clearance shall have been given by SOCIETY.

11. All notices required or permitted hereunder shall be given in writing by certified United States mail sent to either party at the address given 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

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.)

Allen Alexander
Director Symphonic Licensing
1-800-652-7227, #1, 3
sandclicensing@ascap.com

2025/2026 REPORT OF ADJUSTED BOX OFFICE FOR SYMPHONY ORCHESTRAS WHICH HAVE ANNUAL BUDGETS MORE THAN $250,000

This Report and Accompanying License Fee are due by October 1, 2025

☐ **Please check here if there is a change of contact information and indicate below.**

I. Licensee Information

1. Licensee: _____
2. Orchestra: _____
3. Mailing Address: _____

_____

4. Telephone: _____
5. Fax: _____
6. Email/Website: _____
7. Music Director: _____
8. Associate/Assistant Conductors: _____

_____

9. Executive Director/General Manager: _____
10. Executive Director's E-mail: _____
11. Librarian: _____
12. Do you sponsor a Youth Orchestra? ()Yes ()No
    If the answer to Question 12 is Yes, please complete; if No please skip to Part II.

    12a. Name of Youth Orchestra: _____

    12b. Address/Phone (if different): _____

    _____

    12c. Conductor: _____

    12d. Executive Director/Manager: _____

II. Computation of License Fee for 2025/2026 Season

1. Adjusted Box Office Receipts from 2024/2025 Season.
   [Gross Box Office Receipt from concerts plus concert fees for all concerts during the preceding season (2024/2025), less specified exclusions as noted in Subparagraph 5(a) of the license agreement.]

   _____

2. Licensing Fee Rate: x .0095

3. Total License Fee Due: _____
   [line 1 multiplied by line 2]

Account #: _____

Telephone: _____

Certification

I hereby certify that the foregoing Statement is true and correct as of this _____

day of _____, 202___.

_____Orchestra

By: _____
(Signature)

_____
(Please print name)

Name, Address, Telephone Changes

Licensee: _____

Orchestra: _____

Address: _____

_____ _____

Contact Name: _____

Telephone: (____) _____

SYMPHONY ORCHESTRAS

Expenses of $250,000 or Less

LICENSE AGREEMENT-SYMPHONY ORCHESTRAS WHICH HAVE ANNUAL TOTAL EXPENSES OF LESS THAN $250,000

Agreement made between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("SOCIETY"), located at One Lincoln Plaza, New York, New York 10023

and ("LICENSEE"), located at

as follows:

1. (a) SOCIETY grants and LICENSEE accepts for a term commencing October 1, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly in concerts given by

("orchestra') at

and at other auditoriums in which orchestra shall give performances while on tour (the "premises"), non-dramatic renditions of the separate musical compositions including symphonic and other concert works heretofore copyrighted or composed by members of SOCIETY and now or hereafter during the term hereof in the repertory of SOCIETY, or hereafter during the term hereof copyrighted or composed by members of SOCIETY, or of which SOCIETY shall have the right to license such performing rights.

(b) This license is not assignable nor transferable by operation of law, devolution or otherwise, and is limited strictly to the LICENSEE and to the premises. The license fee herein provided to be paid is based upon the performance of such non-dramatic renditions for the entertainment solely of such persons as may be physically present on or in the premises described, and does not authorize the radio or television broadcasting, or transmission by wire or otherwise, of such performances or renditions to persons outside of such premises, and no license is hereby granted for any such radio or television broadcasting or transmission.

(c) Either party may, on notice given six months prior to the end of the initial or any renewal term, terminate this license effective on the following September 30.

2. (a) This license is limited to performances given in the United States, its territories and possessions, and in any other place not within the territorial jurisdiction of another performing right society to which SOCIETY has granted the right to license public performances of works in SOCIETY's repertory.

(b) This license is limited to symphony orchestras, which have annual total expenses of less than $250,000.

(c) This license shall not extend to or be deemed to include: (i) operatic or dramatico-musical works (including plays with music, revues and ballets) as such, in whole or in part, or songs or other excerpts from operas or music plays accompanied either by pantomime, dance or visual representation of the work from which the music is taken; but fragments or instrumental selections from such works may be instrumentally rendered without dialogue, costume, accompanying dramatic action or scenic accessory, and unaccompanied by any stage action or visual representation of the work of which such music forms a part; or (ii) the right to perform any special orchestral arrangements or transcriptions of the musical compositions licensed hereunder unless such arrangements or transcriptions have been copyrighted by members of SOCIETY or by members of foreign societies which have granted to SOCIETY the right to license such performances.

3. SOCIETY reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license any musical work as to which any suit has been brought or threatened based on a claim that such composition infringes a composition not contained in SOCIETY's repertory, or on a claim that SOCIETY does not have the right to license the performing rights in such composition.

4. LICENSEE agrees to furnish to SOCIETY each month a program containing a list of all musical compositions performed by LICENSEE in each of the performances by the orchestra at the premises during the previous month, including all encores.

5. (a) The term "Adjusted Box Office" as used in this Agreement shall mean all gross box office receipts from concerts and concert fees for all concerts, excluding income from concerts benefiting the orchestra, such as pension fund concerts. Gross receipts shall in no event include income from program advertising, concessions, or recording or radio or television broadcasting activities. Gross receipts from "run-out" concerts and tours shall be adjusted by deducting transportation and per diem costs incurred in connection therewith; but in no event shall such deductible costs for any such concert or tour exceed the gross receipts thereof.

(b) The term "Season" as used in this Agreement shall mean the twelve-month period commencing October 1 of each year and ending on the next September 30.

6. 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 annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy" The term "LICENSEE's

Operating Policy," as used in this Agreement, means all of the factors which determine license fee applicable to the orchestra under the attached Rate Schedule.

(b) LICENSEE shall furnish reports to SOCIETY upon entering into this Agreement and on or before each succeeding October 1, on forms provided free of charge by SOCIETY.

(c) Each report to be furnished hereunder shall state the following: (i) the Adjusted Box Office for the preceding Season; and (ii) the license fee due for the then-current Season pursuant to the Rate Schedule.

(d) LICENSEE shall pay SOCIETY the license fees due hereunder as follows:

(a) Upon entering into this Agreement, the license fee due for the then-current Season, as shown by the report due at that time; and

(b) By each succeeding October 1, the license fee due for the then-current Season, as shown by the report due by that date.

(f) In the event LICENSEE shall be more than three months delinquent in payment of license fees due on or after October 1, 1994 hereunder, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees were due.

7. (a) SOCIETY shall have the right to require from LICENSEE such reasonable data or information in addition to that furnished by LICENSEE under subparagraph "6(b)" of this Agreement as may be deemed necessary in order to ascertain the Adjusted Box Office, as provided by this Agreement. SOCIETY shall have the further right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify such statement or statements as may be required by this Agreement. SOCIETY shall consider all data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.

(b) The period for which SOCIETY may audit pursuant to this Agreement shall be limited to three Seasons preceding the Season in which the audit is made provided, however, that if an audit is postponed at the request of LICENSEE, SOCIETY shall have the right to audit for the period commencing with the third Season preceding the Season in which notification of intention to audit was first given by SOCIETY to LICENSEE. This three Season limitation shall not apply if LICENSEE fails or refuses after written notice from SOCIETY to produce the books and records necessary to verify any report or statement of accounting rendered pursuant to this Agreement. Nothing herein shall restrict SOCIETY's right to audit under previous license agreements, for a limit of three Seasons for all such license agreements.

(c) In the event any such audit shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or less, LICENSEE shall pay a finance charge on the additional license fees due at the rate of 1% per month, or at the maximum rate permitted by law, whichever is less, from the date SOCIETY demands payment of such amount.

(d) In the event any such audit shows LICENSEE to have underpaid the license fees due SOCIETY by more than 5%, LICENSEE shall pay a finance charge on the additional license fees due at the rate of 1% per month, or at the maximum rate permitted by law, whichever is less, from the date(s) the license fees were due.

8. (a) Upon any breach or default by either party of any term or condition contained herein, the other party may terminate this license by giving the party in default 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. In the event of such termination, SOCIETY shall refund to LICENSEE any unearned license fees paid in advance.

(b) SOCIETY shall have the right to terminate this Agreement on thirty days' notice in the event that LICENSEE's annual total expenses as determined by the American Symphony Orchestra League for any year during the term hereof shall exceed $250,000. In the event of such termination, and provided that LICENSEE was not otherwise in default under its terminated license, LICENSEE shall have the right to enter into the then-current applicable form of ASCAP license agreement.

9. 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, in the event of such termination, shall refund to LICENSEE any unearned license fees paid in advance.

10. (a) SOCIETY agrees to indemnify, save and hold LICENSEE, its artists and the proprietors of the premises, harmless, and defend LICENSEE, its artists and the proprietors of said premises from an against any claim, demand or suit that may be made or brought against them or any of them with respect to performances given by LICENSEE during the term hereof in accordance with this license, of "cleared composition(s)" (as hereinafter defined), or of any musical compositions heretofore copyrighted or composed by members of SOCIETY and now or hereafter during the term hereof in SOCIETY'S repertory or hereafter during the term hereof copyrighted or composed by present members of SOCIETY or by future members of SOCIETY so long as such present or future members remain members of SOCIETY In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account or any such matter as is hereinabove referred

LICENSEE, its artists and the proprietors of said premises from an against any claim, demand or suit that may be made or brought against them or any of them with respect to performances given by LICENSEE during the term hereof in accordance with this license, of "cleared composition(s)" (as hereinafter defined), or of any musical compositions heretofore copyrighted or composed by members of SOCIETY and now or hereafter during the term hereof in SOCIETY'S repertory or hereafter during the term hereof copyrighted or composed by present members of SOCIETY or by future members of SOCIETY so long as such present or future members remain members of SOCIETY In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand or action is made or begun against LICENSEE on account or any such matter as is hereinabove referred to, LICENSEE shall promptly give SOCIETY written notice thereof and simultaneously therewith deliver to SOCIETY any such notice, process, paper or pleading, or a copy thereof, and SOCIETY at its own expense shall have sole charge of the defense of any such action or proceeding. 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 or proceeding and with whom counsel for SOCIETY shall cooperate. LICENSEE shall cooperate with SOCIETY in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds, or other instruments, but at the sole expense of SOCIETY, that may be required in order properly to defend and resist any such action or proceeding, and prosecute any appeals taken therein.

(b) In the event of the service upon LICENSEE of any notice, process, paper or pleading under which a claim, demand, or action is made, or begun against LICENSEE on account of the rendition by LICENSEE of any musical' composition (other than a "cleared composition(s)") contained in SOCIETY's repertory but not heretofore or hereafter during the term hereof copyrighted or composed by members of SOCIETY, SOCIETY agrees at the request of LICENSEE to cooperate with and assist LICENSEE in the defense of any such action or proceeding, and in any appeals that LICENSEE may elect to take from any judgments or orders entered therein.

(c) This Paragraph "10" shall not apply to performances of any works that may be restricted under Paragraph "3" if such performances occur after the date of notice of restriction or withdrawal given in accordance with Paragraph "11."

(d) The term "cleared composition(s)" as used in this Agreement shall mean any musical composition which SOCIETY shall have notified LICENSEE is a composition with respect to which SOCIETY is willing to indemnify LICENSEE, provided that SOCIETY may limit such indemnity to a specific program of LICENSEE for which a clearance shall have been given by SOCIETY.

11. All notices required or permitted hereunder shall be given in writing by certified United States mail sent to either party at the address given 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 , 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.)

2 Music Square W; Nashville, TN 37203
Allen Alexander, Director
Symphonic Licensing
Phone: 1-800-652-7227 #1, 3
sandclicensing@ascap.com

2025/2026 REPORT OF ADJUSTED BOX OFFICE FOR SYMPHONY ORCHESTRAS WHICH HAVE ANNUAL BUDGETS LESS THAN $250,000

Rate Schedule, Report Form, & Statement of Operating Policy

This Report and Accompanying License Fee are due by October 1, 2025.

☐ **Please check here if there is a change of contact information, and indicate below.**

I. Licensee Information

1. Licensee:_____
2. Orchestra:_____
3. Mailing Address:_____

   _____
4. Telephone:_____
5. Fax:_____
6. Email/Website:_____
7. Music Director:_____
8. Associate/Assistant Conductors:_____

   _____
9. Executive Director/General Manager:_____
10. Executive Director's E-mail:_____
11. Librarian:_____
12. Do you sponsor a Youth Orchestra? ( )Yes ( )No

If the answer to Question 12 is Yes, please complete; If No, please skip to Part II printed on the back of this form.

12a. Name of Youth Orchestra:_____

12b. Address/Phone (If different):_____

_____

12c. Conductor:_____

12d. Executive Director/Manager:_____

II. Computation of License Fee for 2025/2026 Season

1. Adjusted Box Office Receipts from 2024/2025 Season.
[Gross Box Office Receipts from concerts plus concert fees for all concerts during the preceding season (2024/2025), less specified exclusions as noted in Subparagraph 5(a) of the License Agreement.]

_____

2. License Fee Rate: **x .0095**

3. Total License Fee Due: _____( )
[line 1 multiplied by line 2]

OR $ 460.00* **( )**

* Minimum Annual Fee (Check higher amount)

Annual License Fee For Calendar Year 2026 and Thereafter

The annual license fee set forth in this Rate Schedule will apply for the annual concert season from October 1, 2025 through September 30, 2026. Minimum Annual Fees for each subsequent annual concert season will be adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding June and the next preceding June. If the CPI-U for June for either applicable year is not available, the increase, if any, will be based on the last month preceding June for which the CPI-U for each applicable year is available.

Certification

I hereby certify that the foregoing Statement is true and correct as of this _____day of _____, 202____.

_____
Orchestra / Account #

By:_____
Signature

_____
Print Name

_____
Telephone #

THEME AND AMUSEMENT PARKS

With Admission

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

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 one year te rm 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 the theme or amusement park known as:

, located at:

and at public relations performances presented outside of said theme or amusement park but in connection with said park for which public relations performances no fee is paid to LICENSEE and no direct or indirect admission charge is made (collectively "the premises"), and not elsewhere, nondramatic 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 license 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 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 shall extend to nonvisual background music performed on the premises and furnished by a background music service holding a license from SOCIETY which authorizes performances on the premises of subscribers to such a service.

(e) This license does not authorize performances in any hotel or motel situated within the premises.

(f) This license is limited to nondramatic 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.

3. License Fee

(a) In consideration of the license herein granted, LICENSEE agrees to pay SOCIETY for each calendar year of the term hereof the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof.

(b) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more following written notice by SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

4. Reports and Payment

(a) LICENSEE shall estimate and pay the estimated license fee for the first season of this Agreement upon the execution of this Agreement. LICENSEE shall estimate and pay the estimated license fee for each subsequent season no later than July 15 of each year.

(b) Within sixty (60) days after the premises are closed to the public at the end of each season, or not later than February 28 of the following year if the premises are open year-round or for the Christmas holiday season, LICENSEE shall furnish SOCIETY with a statement certified by an officer or independent auditor of LICENSEE, setting forth LICENSEE'S total attendance, total live music entertainment costs as defined in the attached rate schedule, and total fee due.

(e) If the fee due SOCIETY for any calendar year is greater than the estimated fee previously paid, LICENSEE shall pay the difference with the certified statement. If the fee due SOCIETY for any calendar year is less than the estimated fee previously paid, SOCIETY shall apply the excess payment as a credit against the payment due for the following year or at LICENSEE'S option, promptly after receipt of a notice from LICENSEE in the form of a written request, shall refund any over-payment to LICENSEE.

5. Audits

(a) SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any and all statements rendered and accountings made by LICENSEE to SOCIETY. SOCIETY shall consider all data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.

(b) SOCIETY shall give LICENSEE not less than thirty days' written notice of its intention to make such an examination.

(c) The period for which SOCIETY may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at the request of LICENSEE, SOCIETY shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by SOCIETY to LICENSEE. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from SOCIETY to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict SOCIETY'S right to audit for the full three calendar years preceding the year in which notification was given.

(d) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(e) (e) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1% per month from the date SOCIETY demands payment of such amount.

6. 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.

7. Indemnification

(a) SOCIETY agrees to indemnify, save and hold LICENSEE harmless and defend LICENSEE from and against any claim, demand or suit that may be made or brought against it with respect to renditions given on LICENSEE'S premises during the term

hereof in accordance with this license, of the separate musical compositions copyrighted or composed by members of SOCIETY and in SOCIETY'S repertory at the time of LICENSEE'S performance thereof.

(b) In the event of service upon LICENSEE of any notice, process, paper or pleading, under which a demand or action is made or begun against LICENSEE on account of any such matter as is hereinabove referred to, LICENSEE shall promptly give SOCIETY written notice thereof and simultaneously therewith deliver to SOCIETY any such notice, process, paper or pleading, or a copy thereof, and SOCIETY at its own expense shall have sole charge of the defense of any such action or proceeding. 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 or proceeding and with whom counsel for SOCIETY shall cooperate. LICENSEE shall cooperate with SOCIETY in every way in the defense of any such action or proceeding, and in any appeals that may be taken from any judgments or orders entered therein, and shall execute all pleadings, bonds, or other instruments, but at the sole expense of SOCIETY, that may be required in order to properly defend and resist any such action or proceeding, and prosecute any appeals taken therein.

8. 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 the 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.

9. Notices

All notices required or permitted hereunder shall be duly and properly given if, in writing, and

(a) mailed by certified United States mail to the other party;

(b) sent by electronic transmission (i.e., facsimile, Mailgram or similar transmission), provided that a copy of such notice shall also be sent by United States mail; 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

10. Miscellaneous

This agreement constitutes the entire understanding between the parties with respect to the terms hereof and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This Agreement, its validity, construction and effect shall be governed by the laws of the State of New York.

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.)

THEME AND AMUSEMENT PARKS

2026 Rate Schedule

I. ANNUAL FEE

The annual fee for theme and amusement parks shall be computed on the following basis: (I) the fee per attendee, plus (II) one percent (1%) of "live music entertainment costs" (as hereafter defined).

A. For calendar year 2026, the annual fee per person based upon attendance shall be $0.0094.

B. The term "live music entertainment costs", as used in this Agreement, means direct and indirect expenditures paid by LICENSEE for all live entertainment for the performance of live music in connection with LICENSEE's activities at the premises or off the premises in connection with public relations. The term "live music entertainment costs" shall include:

(i) Salaries and wages for performers of live music. Should a live music performer perform other duties in addition to the performance of live music, then only that part of the employee's wages which equals that portion of his or her time spent performing live music, shall be included in live entertainment costs.

(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. Accommodations and services provided directly by the licensee shall have a value of ½ the prevailing rate charged to the public for similar accommodations or services.

(iii) Direct cost of instrument rental or purchase utilized by a live music performer.

(iv) Payments to booking agents, outside production companies or payments to other parties who provide such services relating to the performance of live music entertainment.

Live music entertainment costs shall not include:

(i) Costs of props, scenery, special effects, equipment, or other graphic, design, supply or production costs in connection with the live music entertainment or the maintenance and repairs thereof.

(ii) Costs of operational or other support staff (e.g., technicians for sound, lights and stage).

(iii) Costs of costumes and maintenance, alteration and repair thereof.

(iv) Payments to in-house entertainment directors or any individual involved in the administration and management of live music entertainment.

(v) Costs of acrobatic, animal, magic, comic or other specialty acts performed in conjunction with live music entertainment.

(vi) Development or rehearsal costs.

(vii) Payroll for performers who "lip sync" pre-recorded music and the cost of the pre-recorded music.

(viii) Cost of fringe benefits such as vacation time, health insurance or pension costs and the employer's portion of payroll taxes.

II. ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee hereunder for attendance for each calendar year commencing 2027, 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

THEME AND AMUSEMENT PARKS

2026 Statement of Licensee's Operating Policy

Account Number:_____ Premise Name: _____

Type of Report: ○Estimated Report ○Actual Report

Season Period: ☐☐/☐☐/☐☐☐☐ - ☐☐/☐☐/☐☐☐☐

I. COMPUTATION OF LICENSE FEE BASED ON ATTENDANCE:

1. TOTAL ATTENDANCE FOR REPORT YEAR _____

2. LICENSE FEE RATE **x 0.0094**

A. LICENSE FEE BASED ON ATTENDANCE (Line 1 x Line 2) $_____

II. COMPUTATION OF LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS:

1. LIVE MUSIC ENTERTAINMENT COSTS DURING THE REPORT YEAR $_____
(See Rate Schedule Section I.B.)

2. LICENSE FEE RATE **x 0.01**

B. LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS (Line 1 x Line 2) $_____

III. TOTAL LICENSE FEE CALCULATION:

TOTAL LICENSE FEE DUE [Line I. 2. (A.) + Line II. 2. (B.)] $_____

Contact Person & Title ☐☐☐☐

TRAIN CARS

LICENSE AGREEMENT- TRAIN CARS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 a license to perform or cause to be performed publicly onboard all "licensed train cars" (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 train cars" means each train car owned or operated by LICENSEE and specified on Schedule "A" attached to and made a part of this Agreement. LICENSEE agrees to give SOCIETY notice in advance of any additional train cars owned or operated by LICENSEE onboard which music is to be performed, and Schedule "A" shall thereafter be deemed amended to include such additional train cars. Such notice shall include all information necessary to determine the license fee applicable to each additional licensed train car.

(c) This license shall be for an initial term commencing , 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 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 train car(s).

(c) This license is limited to LICENSEE, and to performances occurring in the course of and as part of excursions of the licensed train cars(s). This license does not authorize any performances in or at any terminals, other than performances onboard the licensed train car(s).

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

(e) 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 train car 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 train car 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 train cars, 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 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.)

TRAIN CARS

2026 Rate Schedule

Annual fee for each licensed Train Car

For calendar year 2026.

The annual license fee for calendar year 2026 shall be $577.50 per train car.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for each licensed train car for each calendar year commencing January 2027 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

TRAINING AND DEVELOPMENT SESSIONS
EDUCATIONAL OR INFORMATIONAL SEMINARS

LICENSE AGREEMENT-TRAINING AND DEVELOPMENT SESSIONS,

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

2 Music Square West
Nashville, TN 37203

by

("LICENSEE"), located at

as follows:

1. Grant And Term Of License

(a) SOCIETY grants and LICENSEE accepts for a one year term 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 any place where LICENSEE conducts training and development sessions, educational or informational seminars, or similar presentations (collectively, "presentations"), which are open only to "attendees" (the "premises"), and not elsewhere, non-dramatic renditions, by mechanical means and not otherwise, 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. The term "attendees" as used in this Agreement means all individuals who register or pay to attend presentations conducted by LICENSEE.

(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 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 license 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 as provided in subparagraph "1(b)" hereof.

(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. Nothing in this subparagraph "2(b)" shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in SOCIETY's repertory to attendees in connection with teleconferences.

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

(d) This license is limited to performances of music by mechanical means and does not authorize any live performances.

(e) This license is limited to LICENSEE, to the premises, and to performances occurring in the course of and as part of presentations conducted by LICENSEE.

(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 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.

3. License Fees, Reports and Payments

(a) In consideration of the license granted in this Agreement, LICENSEE agrees to pay SOCIETY the applicable license fee for each presentation as set forth in the Fee Schedule attached to and made a part of this Agreement, based on "LICENSEE's Operating Policy". The term "LICENSEE's Operating Policy, as used in this Agreement, shall mean all of the factors which determine the license fee applicable to each presentation under the attached Fee Schedule.

(b) LICENSEE shall submit to SOCIETY no later than January 31, April 30, July 31 and October 31 of each year:

(i) written notice of each presentation conducted during the preceding calendar quarter, on forms supplied free of charge by SOCIETY, stating the date of the presentation, the address of the premises and the LICENSEE's Operating Policy for each presentation; and

(ii) payment of the applicable license fee for all presentations presented during the preceding calendar quarter, provided, however, that LICENSEE shall submit payment of an amount not less than the applicable minimum annual license fee for each calendar year together with the report due by April 30 of each year, and provided further, that if the amount of the payment so submitted is greater than the amount otherwise shown due by the report, LICENSEE shall receive an on account credit in the amount of the difference.

(c) In the event LICENSEE shall fail to pay any license fees when due to SOCIETY, LICENSEE shall pay a finance charge on the license fees due of 1-1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(d) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

4. Audit

(a) SOCIETY 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 required by this Agreement.

(b) (b) SOCIETY 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.

5. 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 written 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.

6. Interference With 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 the 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 forthwith by thirty days written notice.

7. 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.)

TRAINING AND DEVELOPMENT SESSIONS EDUCATIONAL OR INFORMATIONAL SEMINARS

2026 Rate Schedule

FEES FOR PERFORMANCES AT PRESENTATIONS

A. Fees for Calendar Year 2026

The fee shall be seventy-six cents ($0.76) for each attendee (as that term is defined in subparagraph 1(a) of the license agreement) at each training and development session, provided, however, that the minimum annual fee payable hereunder shall be $592.66.

B. Fees for Calendar Year 2027 and Thereafter

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

TRAINING AND DEVELOPMENT SESSIONS EDUCATIONAL OR INFORMATIONAL SEMINARS

2026 Report Form

Account Number:_____ Premise Name:_____

Report Period: From:_____ To:_____

Please enter each Training Session as a single Line below.

	DATE (MM/DD/YY)	ADDRESS OF PREMISE(S)	NUMBER OF ATTENDEES		LICENSE FEE PER ATTENDEE	LICENSE FEE
1				x	$0.76	$
2				x	$0.76	$
3				x	$0.76	$
4				x	$0.76	$
5				x	$0.76	$
6				x	$0.76	$
7				x	$0.76	$
8				x	$0.76	$
9				x	$0.76	$
10				x	$0.76	$
11				x	$0.76	$
12				x	$0.76	$
13*				x	$0.76	$

Total License Fee Calculation: $☐☐☐☐☐☐☐☐☐☐.☐☐

(Add lines 1 through 13, plus totals from any additional report forms, but not less than $592.66 per calendar year)

Please use an additional form for additional days.

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

UNIVERSITIES -COLLEGES AND UNIVERSITIES

ONE TIER

COLLEGES AND UNIVERSITIES LICENSE AGREEMENT (One Tier)

Agreement made and entered into this _____ (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS, with its principal offices located at 2 Music Square W; Nashville, TN 37203, hereinafter referred to as "ASCAP", and

_____, a College or University with its principal offices located at _____
_____

hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, ASCAP's writer and publisher members have authorized ASCAP to license, on a non-exclusive basis, non-dramatic public performances of their copyrighted musical compositions; and

WHEREAS, Licensee is an institution of higher education and desires to perform publicly and non-dramatically the copyrighted musical compositions in ASCAP's repertory during the period hereof.

Now, therefore, the parties hereto mutually agree as follows:

1. Definitions

As used in this Agreement,

(a) The term "Licensee" shall include the named institution and any of its constituent bodies, agencies or organizations, including, but not limited to, any organization such as a fraternity, sorority, social club or other organization affiliated with Licensee and located on or off Licensee's campus, which is operated for the benefit of Licensee or its faculty, staff, students or alumni.

(b) The term "premises" shall include Licensee's campus(es) and any site located off Licensee's campus which has been engaged by Licensee for use by Licensee and any of its constituent bodies, agencies or organizations, including, but not limited to, those locations where college groups such as bands or choruses perform as part of their non-profit, community outreach and educational activities, provided that such events are not promoted or sponsored by a third party.

(c) The term "full-time student" shall be the sum of: (i) all full-time undergraduate and graduate students; and (ii) one-third of all part-time undergraduate and graduate students. If, during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in Subsection (ii) of this Paragraph is changed by the Integrated Post-Secondary Education Data System (IPEDS) or any superseding survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said Subsection (ii) as of the effective fall academic term.

(d) The term "musical attractions" shall mean concerts, shows, recitals, dances and other similar performances.

(e) The term "school year" shall mean the twelve-month period commencing September 1 of any calendar year during the term hereof.

(f) The term "CPI adjustment" shall mean the difference in the Consumer Price Index, All Urban Consumers - ("CPI-U"), as determined by the United States Department of Labor, between the preceding July and July of the specified year.

(g) "Internet Site or Service" shall mean a site or service accessible via the Internet or a similar transmission facility from which audio content is transmitted to "Users" and from which Users may download or otherwise select particular musical compositions or programs containing musical compositions and that has either the principal Universal Resource Locator (URL) of _____ or any other URL operated or maintained by Licensee, including the websites of Licensee owned and operated Radio Stations.

(h) "Internet Transmissions" shall mean all transmissions of content to Users from or through Licensee's Internet Site or Service, or from any other Internet site or service pursuant to an agreement between Licensee and the operator of the other Internet site or service, when accessed by means of any connection from Licensee's Internet Site or Service.

(i) "Locally Originated Programming" shall mean television programming produced or which is inserted locally by Licensee or through an interconnect (an association of two or more cable systems for the purpose of distributing advertising or programming simultaneously) or otherwise originating by or on "Licensee's Cable Television System" including, without limitation, (i) programming on locally-originated channels, including advertising and promotional materials thereon; (ii) programming on public, educational and governmental ("PEG") access channels; (iii) public service

announcements; (iv) programming on leased access channels; and (v) advertising and promotional materials inserted locally or through an interconnect by or on behalf of Licensee into national, regional or local cable programming services.
(j) "Licensee's Cable Television System" shall mean a cable television system, system of closed circuit distribution, MMDS, internet, broadband, including any linear feed via the Internet, broadband or other online service or other means of distribution which is owned and operated by Licensee and by which Licensee transmits Locally Originated Programming on Licensee's campus, except that it shall not include free over-the-air broadcast television.
(k) "Intranet Transmissions" shall mean transmissions that can only be accessed through an internal computer network accessible only to faculty, staff, students, and other members of the campus community who authenticate themselves through a secure access system.
(l) "Radio Station" shall mean a radio station licensed for non-commercial educational broadcasting that is not qualified under the rules of the Corporation for Public Broadcasting for receipt of community service grants.
(m) "Users" means all those who access Internet Transmissions.

2. Term of License

This Agreement shall be for an initial term of one (1) year, commencing _____, which shall be considered the Effective Date of this Agreement, and shall automatically renew thereafter for additional terms of one (1) year each unless terminated by either party by giving notice of termination to the other party no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

3. Grant of License

ASCAP hereby grants to Licensee for the term of this Agreement a non-exclusive license to perform publicly, or cause the public performance, on Licensee's premises, of non-dramatic musical compositions now or hereafter during the term hereof in the repertory of ASCAP, and of which ASCAP shall have the right to license such performing rights. Such performances shall include performances presented under the auspices of Licensee, including, but not limited to, performances by faculty, staff, students or alumni of Licensee while performing under the auspices of Licensee and shall include performances by means of Internet Transmissions, including webcasts of Licensee owned and operated Radio Stations, Intranet Transmissions and Licensee's Cable Television System.

4. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, and is limited to the 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 ASCAP's repertory to persons outside of the premises, other than by means of (i) music-on-hold telephone systems operated by Licensee at the premises; (ii) Licensee's Internet Site or Service; (iii) Licensee's Intranet transmissions; and (iv) Licensee's Cable Television System.
(c) This license does not authorize performances at any musical attraction that is co-sponsored, co-promoted or co-presented by Licensee and any other entity engaged in the business, whether for-profit or not-for-profit, of promoting or presenting musical attractions.
(d) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) otherwise covered by the compulsory license provisions of 17 U.S.C. Paragraph 116.
(e) 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.

(f) ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory and further reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license, to the extent it covers Licensee's Internet Site or Service, is limited to performances presented by means of Internet Transmissions, and by no other means; provided, however, that (i) nothing in this Agreement authorizes such performances when transmitted from Licensee's Internet Site or Service pursuant to an agreement between Licensee and any other Internet site or service operator, when accessed by means of a connection from that other Internet site or service, even if such performances fall within the definition of Internet Transmissions; and provided further, that (ii) if Licensee is an Internet access provider, nothing in this Agreement authorizes such performances when transmitted from or through any homepage(s) hosted on Licensee's Internet Site or Service for those for whom Licensee provides Internet access, provided however, that this license shall cover webpages maintained by Licensee's departments, schools, centers and other units, as well as by faculty and staff as part of their official duties and responsibilities to Licensee.

(h) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to any User or to anyone else, any right to reproduce, copy or distribute by any means, method or process whatsoever, any of the musical compositions licensed by this Agreement, including but not limited to, transferring or downloading any such musical compositions to a computer hard drive or otherwise copying the composition onto any other storage medium.

(i) Nothing in this Agreement grants to Licensee, or authorizes Licensee to grant to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any of the musical compositions licensed under this Agreement.

5. License Fees, Reports and Payments

(a) In consideration of the license granted herein, for the following periods, Licensee agrees to pay ASCAP a Base or Minimum License Fee and a Cable License Fee, if applicable, for performances of Locally Originated Programming by means of Licensee's Cable Television System.

(i) The Base License Fee and the Cable License Fee, if applicable, shall each be based on the number of fulltime students during the fall of each year of this Agreement:

Period	**Minimum and Base License Fee**	**Cable License Fee**
July 1, 2007- June 30, 2008	Greater of $257 or 32 cents per full-time student	6.10 cents per full-time student
July 1, 2008- June 30, 2009	Greater of $257 or 32 cents per full-time student	6.10 cents per full-time student

(ii) The Base, Minimum and Cable License Fee for the contract year commencing July 1, 2009 and each subsequent contract year of this Agreement shall be the Base, Minimum and Cable license fees for the preceding contract year, adjusted in accordance with the CPI Adjustments as defined above.

(iii) In the event that at any time during the initial term of the License the total annual fees payable by Licensee to another performance rights organization for the same performance rights as included herein ("Comparable Fees") exceed the total Base, Minimum and Cable License Fees payable by Licensee hereunder for such year, ASCAP may terminate this Agreement with thirty (30) days written notice.

(iv) Licensee shall report to ASCAP the number of full-time students during the fall of each year by November 1 of each year. Licensee shall also report at that time whether it provides Locally Originated Programming by means of a Cable Television System. License fees shall be payable by January 20 of each year of this Agreement.

(b) All license fees based upon the number of full-time students payable pursuant to Paragraphs 5(a) shall be computed to the nearest tenth of a cent.

(c) Licensee agrees to report to ASCAP, on forms supplied free of charge by ASCAP, simultaneously with payment of said license fees, Licensees' total full-time student enrollment.

(d) In the event Licensee shall fail to pay license fees due hereunder by April 30 of the year in which they are due, Licensee agrees to pay a finance charge on the license fees due of 1½ % per month, or the maximum rate permitted by the law of the state in which Licensee is located, whichever is less, from the date such license fees became due.

(e) Licensee agrees to furnish quarterly to ASCAP copies of all programs of musical works performed by Licensee in each of its musical attractions presented during the previous quarter, which are prepared for distribution to the audience or

for the use or information of Licensee or any department thereof, and program schedules for Licensee's Cable Television System. Copies of programs of Licensee's musical attractions shall include all encores to the extent possible. Licensee shall be under no obligation to furnish such programs when they have not been otherwise prepared.

6. Reservation of Rights

The parties hereto expressly reserve all rights and privileges accorded by the Copyright Act of 1976, as amended, and other applicable laws.

7. Breach or Default

Upon any breach or default of the terms and conditions of this Agreement, ASCAP may terminate this Agreement by giving Licensee thirty (30) days notice in writing to cure such breach or default, and in the event such breach or default has not been cured within said thirty (30) days, this Agreement shall terminate on the expiration of such thirty (30)-day period without further notice from ASCAP. The right to terminate shall be in addition to any and all other remedies which ASCAP may have. In this event of such termination, ASCAP shall refund to Licensee any unearned license fees paid in advance.

8. Interference in ASCAP's Operations

In the event of:
(a) Any major interference with the operation of ASCAP 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 which is applicable to the licensing of performing rights; or
(b) Any substantial increase in the cost to ASCAP 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

ASCAP shall have the right to terminate this Agreement forthwith by written notice, and, in the event of such termination, shall refund to Licensee any unearned license fees paid in advance. The written notice provided by ASCAP shall explain the specific reason why it is terminating the license.

9. Indemnity Clause

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. Licensee agrees to give ASCAP prompt notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining thereto. ASCAP shall have full charge of the defense of any such claim, demand or suit and Licensee shall cooperate fully with ASCAP in such defense. 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. ASCAP agrees at the request of Licensee to cooperate with and assist Licensee in the defense of any action or proceeding brought against it with respect to the performance of any musical compositions contained in the ASCAP repertory, but not copyrighted or written by members of ASCAP. This Paragraph 9 shall not apply to performances of any works that may be restricted under Paragraph 4(f) of this Agreement.

10. Availability of Other License Agreements

In the event ASCAP offers any other type of license agreement to colleges or universities, Licensee may elect to enter into such other type of license agreement. Such election shall be prospective only, shall be effective at the beginning of the school year, and shall be accomplished by serving written notice on ASCAP of such election at least thirty (30) days prior to the commencement of said school year.

11. Notices

All notices shall be given in writing by United States certified mail sent to either party at the address stated above. Notices to ASCAP shall be made to the attention of: Director, Symphonic and Educational Licensing. Notices to Licensee shall be made to the attention of _____. Each party agrees to inform the other of any change of address.

12. Modification of Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. Licensee recognizes that ASCAP must license all similarly situated users on a nondiscriminatory basis. Licensee agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other colleges or universities, shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

13. Execution

This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original by the duly authorized representatives of ASCAP and Licensee all as of the Effective Date.

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.)

Allen Alexander
Director of Symphonic & Educational Licensing
Phone: 1-800-652-7227 #1

2025 - 2026 College and University Student Enrollment Report - One Tier

Account Number: Premise Name:

PLEASE NOTE THAT THIS REPORT IS DUE NOVEMBER 1, 2025

Total of the next two lines, "Full Time Student Equivalent" (FTE) enrollment in Fall 2025 _____

The number of all full-time undergraduate and graduate students _____

Plus one-third of all part-time undergraduate and graduate students _____

Step 1 - Base License Fee

46 Cents Per "Full Time Student Equivalent"
$ _____
(Result rounded to the nearest 10th of a cent)
or Minimum Base License Fee: $385.00
Higher amount of either Base or Minimum Fee = $ _____

Step 2 - Cable License Fee

$0.092 Per "Full Time Student Equivalent" $ _____
(Result rounded to the nearest 10th of a cent)

Total Licensing Fees (Step 1 + Step 2): $ _____

Note: For Licensee's reporting enrollment for multiple campuses or institutions, please attach a list of the individual schools for which enrollment is being reported.

I hereby certify that the foregoing statement is true and correct as of this _____day of _____, 20____.

_____ Licensee (College or University)

_____ (College or University) City & State

_____ Signature

_____ Please Print Name

_____ Telephone Number

_____ Title

_____ Fax

_____ Email Address

Name, Address, and Telephone Changes

University: _____

Mailing Address: _____

_____

Telephone: _____

Contact Name: _____ E-mail Address: _____

Please return completed form to:
ASCAP, S & E Licensing; P. O. Box 331608, Nashville, TN 37203-7515
Website: www.ASCAP.com

VANS
TRUCKS, TRAILERS AND SIMILAR VEHICLES

LICENSE AGREEMENT- TRUCKS, VANS, TRAILERS AND SIMILAR VEHICLES

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:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly from trucks, vans, trailers and similar vehicles operated under the auspices of LICENSEE for purposes of marketing or promotion of a product or service, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement "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.

(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.

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 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 LICENSEE and LICENSEE's performances emanating from and audible only within the immediate vicinity of the trucks operated by LICENSEE (referred to in this Agreement as the "Premises") and does not authorize any other performances by LICENSEE or at the locations where the trucks park.

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

3. License Fees; Reports

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee 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 or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a $25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Reports and Payments

(a) Thirty days after the end of each calendar quarter, LICENSEE shall submit a report to ASCAP stating (i) the number of vehicles operated during the previous calendar quarter; (ii) the number of days each vehicle operated; (iii) the number of days on which mechanical music was presented by each vehicle; (iv) the dates on which live music was presented in connection with the operation of each vehicle; (v) the dates on which there was a direct or indirect admission, cover, minimum, entertainment or similar charge to hear the performances; and (vi) the "live entertainment costs" in connection with events at which live entertainment was presented.

(b) License fees for each calendar quarter shall accompany the report.

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

(a) 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 is located or in which LICENSEE presents concerts 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.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all License Agreements – Trucks, Vans, Trailers and Similar Vehicles at the same time.

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 _____

_____

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.)

MUSIC ON TRUCKS, VANS, TRAILERS, AND SIMILAR VEHICLES

2026 Report Form

Account Number: Premise Name:

Reports and payments due 30 days after the end of each calendar quarter on January 30, April 30, July 30, October 30.)

Reporting for the quarter: ____ to ____, 2026.*

*(To report additional vehicles or quarters you may copy this form or request additional forms)

Number of vehicles operated during the previous calendar quarter: ☐☐☐☐☐☐☐☐☐☐

(1) Vehicle Number	(2) Number of Days Vehicle in Operation	(3) Number of Days Mechanical Music Presented by Vehicle	(4) Dates on which Live Music Presented with Direct or Indirect Charge	(5) Live Entertainment Costs on Each Date	(6) Dates on which Live Music Presented without Direct or Indirect Charge	(7) Live Entertainment Costs on Each Such Date
Number 1				**$**		**$**
Number 2				**$**		**$**
Number 3				**$**		**$**
Number 4				**$**		**$**
Number 5				**$**		**$**
Number 6				**$**		**$**
Number 7				**$**		**$**
Number 8				**$**		**$**
	Total			**$**		**$**

Mechanical Music Fee:
Total Column (3) x $19.25 = $ ____

+

Live Music Fees:
Dates with Charge = Total Column (5) x .0175 = $ ____

Dates without Charge = Total Column (7) x .01= $ ____

Total All Music Fees Due: $ ☐☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐

VIDEO SERVICE

Interactive Video

LICENSE AGREEMENT – INTERACTIVE VIDEO SERVICE

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at One Lincoln Plaza, New York, New York 10023

and _____ ("LICENSEE"), located at _____
_____
_____

as follows: ("Agreement"):

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts for a term of two (2) years, commencing _____, and continuing thereafter for additional terms of one (1) year unless terminated by either party as hereinafter provided, a license to perform publicly or cause to be performed publicly, by means of "LICENSEE's Video Service" (as defined herein), at the locations specified on LICENSEE's list of "Customers of LICENSEE" (as defined herein) annexed hereto and made a part hereof, as said list may be amended as hereinafter provided (the "premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the "ASCAP Repertory" (as defined herein), and of which ASCAP shall have the right to license such performing rights.

(b) Either party may, on or before sixty (60) 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. Notice of termination shall not relieve either party of their respective obligations under the license through the date of termination.

(c) Definitions.

(i) The term "ASCAP Repertory" as used in this Agreement shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(ii) The term "Closed Network" as used in this Agreement shall mean transmissions by satellite, cable, Internet or similar network by means that can only be accessed by "Customers of LICENSEE" (as defined herein) and cannot be accessed by the general public.

(iii) The term "Customers of LICENSEE", as used in this Agreement, shall mean all persons, firms and corporations that subscribe to, or otherwise contract with LICENSEE for, "LICENSEE's Video Service" (as defined herein). Any person, firm or corporation that is furnished with LICENSEE's Video Service by a third party, but which is billed for such service only by LICENSEE, shall be deemed to be a Customer of LICENSEE.

(iv) 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.

(v) The term "LICENSEE's Video Content" as is used in this Agreement shall mean audiovisual programming licensed by, produced by or made for LICENSEE that contains performances of non-dramatic musical compositions.

(vi) The term "LICENSEE's Video Service" as used in this Agreement shall mean the transmission of performances of LICENSEE's Video Content by Closed Network to Customers of LICENSEE.

2. Limitations on License

(a) This license may not be assigned by LICENSEE unless ASCAP consents, in writing, to the assignment, such consent not to be unreasonably withheld. Notwithstanding the foregoing, no such consent is required in the event of (i)

sale of substantially all of the stock or assets of Licensee; or (ii) an internal corporate restructuring to an affiliated entity or subsidiary.

(b) This license does not authorize the performance of any musical composition by any means other than LICENSEE's Video Service.

(c) This license does not authorize LICENSEE to grant to others any right to perform publicly or reproduce in any manner any of the musical compositions licensed under this agreement nor does it authorize any Customer of LICENSEE to perform publicly or reproduce the same in any manner except as expressly herein provided.

(d) This license does not authorize the broadcasting, telecasting, or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the premises. LICENSEE warrants and represents that each and every one of its agreements with Customers of LICENSEE hereafter made, as well as all renewals or extensions of existing agreements, will contain a prohibition against such broadcasting, telecasting, or transmission by wire or otherwise.

(e) 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 herein) in its entirety;

(ii) performance of one (1) or more musical compositions from a Dramatico-musical Work accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii) performance of one (1) 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.

(f) This license shall not under any circumstances extend to any premises to which a direct or indirect admission fee (e.g. cover, minimum, or similar charge) to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in conjunction with LICENSEE's Video Service occurs.

(g) This license shall not extend to or include any performances by LICENSEE or any Customer of LICENSEE given at premises which are not set forth in the list of Customers of LICENSEE, described in paragraph 3(b), as said list shall be amended in accordance with paragraph 3(c).

(h) 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 license fees set forth on the attached Rate Schedule.

(b) Upon execution of the license agreement, LICENSEE shall submit a report to ASCAP listing the corporate entity, trade name and address of all premises that perform music by means of LICENSEE's Video Service, indicating (i) those premises where LICENSEE's Video Service includes commercial advertisements; and (ii) those premises to which a direct or indirect admission fee to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in connection with the performance of LICENSEE's Video Service occurs. The report shall also list the total number of premises licensed for which fees are payable for each month during the first quarter of 2008 and the total license fees due for those premises. License fees for such premises shall be calculated on a monthly basis at one-twelfth (1/12) the annual fee set forth in paragraph 3(a), which shall represent fees due for the first quarter of 2008. ASCAP shall treat the report and all information contained therein as confidential.

(c) Within forty-five (45) days after the last day of each calendar quarter, LICENSEE shall furnish quarterly reports to ASCAP which shall include any monthly additions or deletions of premises at which, and Customers of LICENSEE to whom, LICENSEE furnished or ceased to furnish LICENSEE's Video Service during the prior quarter, including the corporate entity, trade name and address of each said premises and the date on which the addition or deletion occurred. The quarterly reports shall also indicate those premises (i) where LICENSEE's Video Service includes commercial advertisements; and (ii) those premises to which a direct or indirect admission fee to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in connection with the performance of LICENSEE's Video

Service occurs. LICENSEE's initial list of Customers shall, thereafter, be deemed amended to include or exclude such premises as Customers of LICENSEE. The quarterly report shall list the total number of premises licensed on a monthly basis for the previous quarter for which fees are payable and the total license fees due for those premises. ASCAP shall supply forms for said quarterly reports free of charge to LICENSEE and shall treat these reports and the information contained therein as confidential.

(d) LICENSEE shall remit, with each quarterly report, the full amount of licensee fees shown due for the previous quarter. Quarterly license fees shall be calculated on a monthly basis at one-twelfth (1/12) the annual fee set forth in paragraph 3(a), which shall represent fees due for the previous quarter. For the purposes of calculating amounts due, the furnishing of LICENSEE's Video Service for seven (7) days or more in a month shall be treated as a full month.

(e) In the event LICENSEE shall fail to pay any license fees when due ASCAP, LICENSEE shall pay a finance charge on the license fees due of one and one-half percent (1 1/2 %) per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) 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 or reports rendered by LICENSEE pursuant to this agreement.

4. Music Use Information

LICENSEE agrees to furnish to ASCAP during the term of this agreement, whenever requested, reasonable aggregate music use information, including, but not limited to, a list of all musical compositions utilized by LICENSEE's Video Service and furnished to Customers of LICENSEE.

5. Notice to Customers of LICENSEE

LICENSEE agrees to include in its agreement with each of its Customers, and any extensions or renewals thereof, a notice that this license authorizes only performances of copyrighted musical compositions in the ASCAP repertory by means of LICENSEE's Video Service and any other performances may require permission from ASCAP or the copyright owners directly. LICENSEE shall also provide a separate notice to that effect to Customers with whom it had agreements prior to the execution of this license.

6. 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 of such notice, this license shall terminate on the expiration of such thirty (30) day period without further notice from ASCAP.

7. Interference in ASCAP's Operations

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or any Customer of 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 ASCAP of operating in such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, ASCAP shall have the right to terminate this agreement forthwith by written notice.

8. Right to Restrict

(a) ASCAP reserves the right, at any time and from time to time, in good faith, to restrict the performance of compositions from musical comedies, operas, operettas, and motion pictures, or any other compositions being excessively performed only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be at any time thus restricted shall not exceed three hundred (300) and moreover that

limited licenses will be granted upon application entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such performances; and provided further that ASCAP shall not exercise such right to restrict any such composition for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs" or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further performances thereof to a particular program or licensee.

(b) ASCAP reserves the right at any time, in good faith, to restrict the performance of any compositions, over and above the number specified in the previous paragraph 8(a), only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory or on a claim that ASCAP does not have the right to license the performing rights in such composition.

9. 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.

10. Indemnification

ASCAP agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in the ASCAP Repertory. LICENSEE agrees to give ASCAP immediate notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining to it. ASCAP shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with ASCAP in such defense. 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. ASCAP's liability under this Paragraph shall be strictly limited to the amount of license fees actually paid by LICENSEE to ASCAP under this Agreement for the calendar year in which the performance or performances that are the subject of the claim, demand or suit occurred.

IN WITNESS WHEREOF, this agreement has been 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.)

Interactive Video Service
2026 Statement of Operating Policy

Account Number: _____ Premise Name: _____

Report Quarter: _____

Premises that perform music by means of Licensee's Video Service (which do not include commercial advertisements):

Annual Rate: $217.50

Number of Licensed Performances Per Month of the Quarter	Monthly Rate (annual rate/12)	Monthly License Fee Due
First Month: _____	X $18.13	$ _____
Second Month: _____	X $18.13	$ _____
Third Month: _____	X $18.13	$ _____
	Total for the Quarter:	$ _____

Premises that perform music by means of Licensee's Video Service (which do include commercial advertisements):

Annual Rate: $288.00

Number of Licensed Performances Per Month of the Quarter	Monthly Rate (annual rate/12)	Monthly License Fee Due
First Month: _____	X $24.00	$ _____
Second Month: _____	X $24.00	$ _____
Third Month: _____	X $24.00	$ _____
	Total for the Quarter:	$ _____

LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Contact Person & Title

Phone Number: ___ - ___ - ____ Ext: _____ Fax Number: ___ - ___ - ____

Email: _____ Website: _____

I certify the above information is true and correct

Dated: __ / __ / ____ Signature: _____

ASCAP Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

VIDEO SERVICE

Non-Interactive Video

LICENSE AGREEMENT- NONINTERACTIVE VIDEO SERVICE

Agreement between American Society of Composers, Authors and Publishers ("ASCAP"), located at 2 Music Square West; Nashville, TN 37203 and ("LICENSEE"), located at _____as follows ("Agreement"):

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts for a term of one (1) year, commencing January 1, 2009, and continuing thereafter for additional terms of one (1) year unless terminated by either party as hereinafter provided, a license to perform publicly or cause to be performed publicly, by means of "LICENSEE's Video Service" (as defined herein), at the locations specified on LICENSEE's list of "Customers of LICENSEE" (as defined herein) annexed hereto and made a part hereof, as said list may be amended as hereinafter provided (the "premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the "ASCAP Repertory" (as defmed herein), and of which ASCAP shall have the right to license such performing rights.

(b) Either party may, on or before thirty (30) 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. Notice of termination shall not relieve either party of their respective obligations under the license through the date of termination.

(c) Definitions.

(i) The term "ASCAP Repertory" as used in this Agreement shall mean musical works for which ASCAP has the right to license public performances now or hereafter during the term of this Agreement. All compositions 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. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

(ii) The term "Closed Network" as used in this Agreement shall mean transmissions by satellite, cable, Internet or similar network by means that can only be accessed by "Customers of LICENSEE" (as defined herein) and cannot be accessed by the general public.

(iii) The term "Customers of LICENSEE", as used in this Agreement, shall mean all persons, firms and corporations that subscribe to, or otherwise contract with LICENSEE for, "LICENSEE's Video Service" (as defined herein). Any person, firm or corporation that is furnished with LICENSEE's Video Service by a third party, but which is billed for such service only by LICENSEE, shall be deemed to be a Customer of LICENSEE.

(iv) 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.

(v) The term "LICENSEE's Video Content" as is used in this Agreement shall mean audiovisual programming licensed by, produced by or made for LICENSEE that contains performances of non-dramatic musical compositions.

(vi) The term "LICENSEE's Video Service" as used in this Agreement shall mean the transmission of performances of LICENSEE 's Video Content by Closed Network to Customers of LICENSEE.

2. Limitations on License

(a) This license may not be assigned by LICENSEE unless ASCAP consents, in writing, to the assignment, such consent not to be unreasonably withheld.

(b) This license does not authorize the performance of any musical composition by any means other than LICENSEE's Video Service.

(c) This license does not authorize LICENSEE to grant to others any right to perform publicly or reproduce in any manner any of the musical compositions licensed under this agreement nor does it authorize any Customer of LICENSEE to perform publicly or reproduce the same in any manner except as expressly herein provided.

(d) This license does not authorize the broadcasting, telecasting, or transmission by wire or otherwise, of renditions of musical compositions in the ASCAP Repertory to persons outside of the premises. LICENSEE warrants and represents that each and every one of its agreements with Customers of LICENSEE hereafter made, as well as all renewals or extensions of existing agreements, will contain a prohibition against such broadcasting, telecasting, or transmission by wire or otherwise.

(e) 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 herein) in its entirety;

(ii) performance of one (1) or more musical compositions from a Dramatico-musical Work accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii)performance of one (I) 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.

(f) This license shall not under any circumstances extend to any premises to which a direct or indirect admission fee (e.g. cover, minimum, or similar charge) to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in conjunction with LICENSEE's Video Service occurs.

(g) This license shall not extend to or include any performances by LICENSEE or any Customer of LICENSEE given at premises which are not set forth in the list of Customers of LICENSEE, described in paragraph 3(b), as said list shall be amended in accordance with paragraph 3(c).

(h) 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 license fees set forth on the attached Rate Schedule.

(b) Upon execution of the license agreement, LICENSEE shall submit a report to ASCAP listing the corporate entity, trade name and address of all premises that perform music by means of LICENSEE's Video Service, indicating (i) those premises where LICENSEE's Video Service includes commercial advertisements; and (ii) those premises to which a direct or indirect admission fee to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in connection with the performance of LICENSEE's Video Service occurs. The report shall also list the total number of premises licensed for which fees are payable for each month during the first quarter of the license period and the total license fees due for those premises. License fees for such premises shall be calculated on a monthly basis at one-twelfth (1/12) the annual fee set forth in paragraph 3(a), which shall represent fees

due for the first quarter of the license period. ASCAP shall treat the report and all information contained therein as confidential.

(c) Within forty-five (45) days after the last day of each calendar quarter, LICENSEE shall furnish quarterly reports to ASCAP which shall include any monthly additions or deletions of premises at which, and Customers of LICENSEE to whom, LICENSEE furnished or ceased to furnish LICENSEE's Video Service during the prior quarter, including the corporate entity, trade name and address of each said premises and the date on which the addition or deletion occurred. The quarterly reports shall also indicate those premises (i) where LICENSEE's Video Service includes commercial advertisements; and (ii) those premises to which a direct or indirect admission fee to the premises is charged at the time LICENSEE's Video Service is provided or at which dancing in connection with the performance of LICENSEE's Video Service occurs. LICENSEE's initial list of Customers shall, thereafter, be deemed amended to include or exclude such premises as Customers of LICENSEE. The quarterly report shall list the total number of premises licensed on a monthly basis for the previous quarter for which fees are payable and the total license fees due for those premises. ASCAP shall supply forms for said quarterly reports free of charge to LICENSEE and shall treat these reports and the information contained therein as confidential.

(d) LICENSEE shall remit, with each quarterly report, the full amount of licensee fees shown due for the previous quarter. Quarterly license fees shall be calculated on a monthly basis at one-twelfth (1112) the annual fee set forth in paragraph 3(a), which shall represent fees due for the previous quarter. For the purposes of calculating amounts due, the furnishing of LICENSEE's Video Service for seven (7) days or more in a month shall be treated as a full month.

(e) In the event LICENSEE shall fail to pay any license fees when due ASCAP, LICENSEE shall pay a finance charge on the license fees due of one and one-half percent (1 1/2 %) per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.

(f) 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 or reports rendered by LICENSEE pursuant to this agreement.

4. Music Use Information

LICENSEE agrees to furnish to ASCAP during the term of this agreement, whenever requested, reasonable aggregate music use information, including, but not limited to, a list of all musical compositions utilized by LICENSEE's Video Service and furnished to Customers of LICENSEE.

5. Notice to Customers ofLICENSEE

LICENSEE agrees to include in its agreement with each of its Customers, and any extensions or renewals thereof, a notice that this license authorizes only performances of copyrighted musical compositions in the ASCAP repertory by means of LICENSEE's Video Service and any other performances may require permission from ASCAP or the copyright owners directly. LICENSEE shall also provide a separate notice to that effect to Customers with whom it had agreements prior to the execution of this license.

6. 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 of such notice, this license shall terminate on the expiration of such thirty (30) day period without further notice from ASCAP.

7. **Interference in** ASCAP's **Operations**

In the event of:

(a) any major interference with the operations of ASCAP in the state, territory, dependency, possession or political subdivision in which LICENSEE or any Customer of LICENSEE is located, by reason of any Jaw of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to ASCAP of operating in such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, ASCAP shall have the right to terminate this agreement forthwith by written notice.

8. Right to Restrict

(a) ASCAP reserves the right, at any time and from time to time, in good faith, to restrict the performance of compositions from musical comedies, operas, operettas, and motion pictures, or any other compositions being excessively performed only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the maximum number of compositions which may be at any time thus restricted shall not exceed three hundred (300) and moreover that limited licenses will be granted upon application entirely free of additional charge as to restricted compositions, if and when the copyright owners thereof are unable to show reasonable hazards to their major interests likely to result from such performances; and provided further that ASCAP shall not exercise such right to restrict any such composition for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition; and provided further that in no case shall any charges, "free plugs" or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further performances thereof to a particular program or licensee.

(b) ASCAP reserves the right at any time, in good faith, to restrict the performance of any compositions, over and above the number specified in the previous paragraph 8(a), only as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory or on a claim that ASCAP does not have the right to license the performing rights in such composition.

9. Notices

All notices required or permitted hereunder shall be given in writing by certified United States mail or overnight delivery service (e.g. FedEx) sent to either party at the address stated above. Each party agrees to inform the other of any change of address.

10. Indemnification

ASCAP agrees to indemnify, save and hold harmless, and to defend LICENSEE from and against all claims, demands and suits that are made or brought against it with respect to the non-dramatic performance under this Agreement of any compositions in the ASCAP Repertory. LICENSEE agrees to give ASCAP immediate notice of any such claim, demand or suit and agrees immediately to deliver to ASCAP all papers pertaining to it. ASCAP shall have full charge of the defense of any such claim, demand or suit and LICENSEE shall cooperate fully with ASCAP in such defense. 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. ASCAP's liability under this Paragraph shall be strictly limited to the amount of license fees actually paid by LICENSEE to ASCAP under this Agreement for the calendar year in which the performance or performances that are the subject of the claim, demand or suit occurred.

IN WITNESS WHEREOF, this agreement has been executed by ASCAP and LICENSEE this _____ dayof ,20__.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By

_____

_____

LICENSEE

By_____

_____

TITLE

RATE SCHEDULE

NONINTERACTIVE VIDEO SERVICE

For calendar year 2026:

(A) $133.75 annually for each premise at which LICENSEE's Video Service does not include commercial advertisements, with or without compensation, as set forth in the list of Customers of LICENSEE; and,

(B) $174.75 annually for each premise at which LICENSEE's Video Service includes commercial advertisements, with or without compensation.

For calendar year 2027 and thereafter, the annual license fee shall be the annual fee for the calendar year preceding the year in question adjusted in accordance with any increase in the Consumer Price Index, All Urban Consumers - (CPI-U), rounded to the nearest $0.25, between the preceding October and the next preceding October. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

Non-Interactive Video Service

2026 Monthly Report Form

License Name: _____ Account#: _____

Address: _____ City: _____ ST: _ Zip: _____

Phone: _____ Fax: _____ Email: _____

Report for the month of**:** _____**, 20**_____

Person Completing Form: _____
(Print Name & Title)

Signature: _____

No. of Locations without Commercial _____ X 11.15 = _____

No. of Locations with Commercial _____ X 14.56 = _____

****

For calendar year 2027 and thereafter, the annual license fee shall be the annual fee for the calendar year preceding the year in question adjusted in accordance with any increase in the Consumer Price Index, All Urban Consumers – (CPI-U), rounded to the nearest .25, between the preceding October and the next preceding October. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ASCAP
Toll Free: 1-800-505-4052
E-payment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

WINERY

GENERAL LICENSE AGREEMENT – WINERIES

This ASCAP MUSICAL WORKS LICENSE AGREEMENT FOR PREMISES (the "License Agreement") is made and entered into as of _____(the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street; New York, NY 10107, and _____ a _____organized under the laws of _____, with an address at _____ _____ ("Licensee") (ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties"). Capitalized terms not otherwise defined shall have the meanings ascribed them in the Additional Terms and Conditions attached hereto and made part hereof.

TERMS AND CONDITIONS RELATED TO LICENSEE'S RIGHTS AND OBLIGATIONS

PREMISES NAME (the common business name of Licensee's winery**:**

_____

PREMISES ADDRESS (the physical building location at which Licensee's winery business occurs and that is connected or appurtenant to a vineyard)**:**

_____

_____

LICENSED RIGHTS: Subject to the terms and conditions of this License Agreement, ASCAP hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely at the Premises listed above and solely in connection with the Music Uses indicated below.

MUSIC USES: [CHECK APPROPRIATE BOXES]

- Live Music £
- Recorded Music, TV and/or Radio: £

BUSINESS INFORMATION RELATED TO RATE CALCULATION:

- Square Footage of the Premises (including all attached or adjacent porches, decks, gardens and other areas that are accessible to the public):

- Estimated Gross Ticket Revenue for Live Music at the Premises:

TERM OF LICENSE: Five years from the Effective Date and thereafter automatically renewing for additional, successive 5-year periods unless either Party provides the other with written notice of termination in accordance with the terms and conditions of this License Agreement.

UPFRONT FEES FOR INITIAL CONTRACT YEAR: _____

PAYMENT TERMS: For the initial Contract Year during the Term, Licensee shall pay by the applicable Fee Payment Date an amount based on the factors, parameters and criteria described on the rate schedule in effect as of the Effective Date and attached hereto as Schedule A (the "Rate Schedule") as applied to Licensee's Music Uses and Business Information, including, if applicable, an actual, or if unavailable, good faith estimates of, Live Music Gross Ticket Revenues for the prior twelve-month period, as provided by Licensee to ASCAP (collectively, the "Operating Policy"). For each subsequent Contract Year, Licensee shall pay by the applicable Fee Payment Date an amount equal to the Fees for the immediately preceding Contract Year as reflected on the Annual Fee Report (as may be amended by any applicable Amended Report, each as described and defined below) for such immediately preceding Contract Year (each such amounts, an "Annual Upfront Fee Amount"). In the event that the Fees for any Contract Year as reflected on the applicable Annual Fee Report (as may be amended by any applicable Amended Report) are greater than the applicable Annual Upfront Fee Amount, Licensee shall pay to ASCAP the amount of such difference (such amount an "Annual Fee True-Up Amount") on the applicable Fee Payment Date(s) indicated below. In the event the Fees for any Contract Year are less than the applicable Annual Upfront Fee Amount, ASCAP will credit such difference to the Fees for the next Contract Year.

FEE PAYMENT DATE(S): For the initial Contract Year of the Term, the Annual Upfront Fee Amount is due upon execution of the License Agreement; for each subsequent Contract Year during the Term, each Annual Upfront Fee Amount and applicable Annual Fee True-Up Amounts, if any, shall be due and payable upon submission of the applicable Annual Fee Report and, if applicable, any subsequent Amended Report.

In the event Licensee enrolls in ASCAP's Autopay feature that may be made available on the ASCAP Website and elects to pay monthly installment payments (each an "Installment Payment"), then one twelfth (1/12) of the Annual Upfront Fee Amount for any Contract Year of the Term is due on the first day of each month of the applicable Contract Year. Annual Fee True-up Amounts for any applicable Contract Year shall be payable pro rata in equal monthly installments on the first day of each month solely during the Contract Year immediately following the Contract Year for which such amounts are applicable, commencing on the first day of the month immediately following submission of the applicable Annual Fee Report.

LICENSEE'S OPERATING POLICY. Licensee acknowledges that the Fees were determined by ASCAP, in whole or in part, based on the factors, parameters and criteria described on the Rate Schedule as applied to Licensee's Operating Policy. Licensee represents, warrants and covenants that all information provided by it in connection with this License Agreement, including Licensee's Operating Policy, is true and correct. Licensee shall promptly provide ASCAP with written notice of any change in Licensee's Operating Policy and shall, at such time, furnish to ASCAP all requested information and certify that all information so provided is true and correct. In the event of any change to Licensee's Operating Policy, ASCAP reserves the right to make adjustments to the Fees as required, upon notice to Licensee. For purposes of this License Agreement, a change in Licensee's Operating Policy shall be one in effect for at least 30 days. Upon any change in Licensee's Operating Policy resulting in an increase in the applicable Fees, Licensee agrees to pay ASCAP the increased license fees, effective as of the initial date of such change, whether or not written notice of such change has been provided pursuant to the terms and conditions hereof.

REPORTS: On the first day of each Contract Year after the Initial Contract Year, Licensee shall submit to ASCAP via its User Account information relating to the calculation of Fees for such applicable Calendar Year (each an "Annual Fee Report"). In the event that additional information relating to the calculation of Fees for such applicable Calendar Year becomes available to Licensee after it has submitted the Annual Fee Report, Licensee shall submit immediately an amended report with such additional information ("Amended Report").

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS		**LICENSEE**	
By:	_____	By:	_____
Name:	_____ [Type or Print]	Name:	_____ [Type or Print]
Title:	_____	Title:	_____

ADDITIONAL TERMS AND CONDITIONS

Article 1. Definitions.

1.1. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.

1.2. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).

1.3. "ASCAP Terms of Use" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms.

1.4. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.

1.5. "Contract Year" means a twelve-month period during the Term measured from the Effective Date or any anniversary thereof.

1.6. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.

1.7. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.8. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.9. "User Account" means the online user profile and payment account that may be accessed by Licensee via the ASCAP Website.

Article 2. Provisions Related to Licensed Rights.

2.1. License Limited to Non-Dramatic Performances. The Licensed Rights are limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This License Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance, in whole or in part; provided, however that this license does authorize the public performance of Musical Works embodied on albums constituting the audio soundtracks of operas, operettas, musical comedies, plays or like productions.

2.2. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this License Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.3. State Disclosure Statutes and Related Information. Schedule B hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statements"). In the event of any conflict between the terms and conditions of this License Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. In no event shall Licensee sublicense, transfer, convey or assign this License Agreement and/or the rights granted to Licensee herein or otherwise license others, including any affiliate of Licensee, the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this License Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this License Agreement, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. No Right to Reproduce, Copy or Distribute. Nothing in this License Agreement shall be construed to grant to Licensee, or any third party, any right to reproduce, copy or distribute by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.3. No Sound Recording Rights. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under this License Agreement.

3.4. License Limited to the Premises. Nothing in this License Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its affiliates or any third party, the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of the Premises by any means, methodology or technology, including by wire, cable, electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services or any other means or methodology, without the prior written consent of, or valid license from, ASCAP in each instance.

Article 4. Additional Terms Related to Fees and Payment.

4.1. Payment of Fees; Adjustment of Fees for Renewal Term. In consideration of the rights granted in this License Agreement, for each Contract Year during the Term, Licensee shall pay the amounts determined by applying Licensee's Operating Policy to the Rate Schedule applicable at the commencement of the applicable Contract Year (the "Fees"). ASCAP shall provide Licensee with the Rate Schedule applicable to each subsequent calendar year prior to the commencement of such calendar year, provided that in the event the fees and charges set forth on such Rate Schedule exceed the corresponding fees and charges set forth in the then-current Rate Schedule by an amount greater than the increase in the Consumer Price Index-All Urban Consumers (CPI-U) during the twelve-month period concluding in the October of the then-current calendar year, ASCAP shall provide Licensee with such Rate Schedule at least 45 days prior to the commencement of the applicable calendar year. Subject to the terms and conditions of this License Agreement and the ASCAP Terms of Use, Licensee shall pay to ASCAP the Fees, or any applicable portion thereof payable pursuant to the Payment Plan set forth herein (an "Installment Payment") (including all applicable taxes and levies as described below) on the applicable Fee Payment Date(s) using the payment method associated with Licensee's User Account (the "Payment Preferences")..

4.2. Late Payments. If payment is not promptly received by ASCAP, Licensee agrees to promptly pay all amounts due upon demand by ASCAP, together with a late payment charge equal to one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date such payments were due.

4.3. No Refunds or Credits. Except as otherwise expressly agreed by ASCAP, all Fees are final and nonrefundable, and ASCAP shall in no event provide any refunds, reimbursements or credits of any kind for any reason, including in connection with any early termination of this License Agreement, partial or unused services or Licensed Rights, or any other product or service, in whole or in part. The Fees are based upon the total value attributable solely to the interests in and to the Musical Works included in the ASCAP Repertory that are owned and/or controlled by ASCAP Members and specifically exclude the value of any rights and interests in such Musical Works that are owned and/or controlled by any other third-party rights holder, including Broadcast Music, Inc., SESAC Inc. and Global Music Rights. Licensee agrees that neither ASCAP nor any ASCAP Member shall be required to account to any third-party rights holder in any Musical Work in the ASCAP Repertory for the rights granted to Licensee, and as between ASCAP and Licensee, Licensee shall be responsible for any such accounting.

4.4. Audit. During the Term, and for a period of three years thereafter: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with Licensee's obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, at any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any statements of Licensee's Operating Policy and any other information provided by Licensee. In the event any such audit shows Licensee to have underpaid the Fees, Licensee shall pay a finance charge on the additional Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the additional Fees were due, and, if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit.

Article 5. Services Made Available Via the ASCAP Website.

5.1. Licensee's User Account. ASCAP may provide Licensee with the ability to access certain services relating to this License Agreement on the ASCAP Website via Licensee's User Account, *e.g.*, payment of Fees, notice relating to any changes relating to Licensee or Licensee's Operating Policy. Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to

the ASCAP Terms of Use and further, that the use of services relating to the payment of Fees through the ASCAP Website and Licensee's User Account are subject to this Article 6.

5.2. Recurring/Automatic Billing Services on the ASCAP Website via Licensee's User Account. If Licensee has selected or enrolled in ASCAP's Autopay feature that may be made available on the ASCAP Website, via Licensee's User Account, then unless and until Licensee cancels or disables the Autopay feature in Licensee's account profile available at **www.ascap.com/mylicense** or by calling ASCAP at the telephone number provided Licensee for that purpose, Licensee acknowledges and agrees that ASCAP may automatically charge Licensee no more than 30 days in advance of each Fee Payment Date the applicable Fees for the continued right to use the Licensed Rights and Licensee hereby agrees to pay such Fees, which may be billed via the payment card that Licensee has provided to ASCAP and associated with Licensee's User Account. The Fees charged will be the same as those charged on the immediately preceding Fee Payment Date (or, in the event of the first Fee Payment Date after the Effective Date, the same as those set forth on the Terms and Conditions Related to Licensee's Rights and Obligations), unless subject to increase as permitted and described in this License Agreement.

ASCAP will notify Licensee in advance of each Fee Payment Date and the amount that will be charged to Licensee's payment card account and Licensee is solely responsible for ensuring that Licensee's user profile and payment card account information is accurate, complete and up to date. Licensee acknowledges and understands that Licensee's authorization to use the Autopay feature to pay the Fees on an automatic, recurring basis is entirely optional and not required to maintain Licensee's account or license with ASCAP. However, if ASCAP is not able to secure payment of the applicable Fees from Licensee's designated credit, charge or debit card payment account for the payments required, due to, but not limited to, inaccurate information, expired card account or insufficient or uncollected funds in the debit account provided by Licensee, ASCAP may discontinue processing the recurring charges and cancel Licensee's enrollment in the Autopay feature. Cancelling or disabling the Autopay feature for any reason shall not and does not relieve Licensee of the obligation to make required Fee or other payments under this Agreement.

Licensee may disable the Autopay automatic billing feature at any time, by modifying its Payment Preferences in the Licensee User Account profile at www.ascap.com/mylicense or by calling ASCAP at the telephone number provided to Licensee for that purpose.

FOR THE AVOIDANCE OF DOUBT, ASCAP MAY CONTINUE TO BILL LICENSEE'S PAYMENT CARD ACCOUNT, THE APPLICABLE FEES EACH AND EVERY FEE PAYMENT DATE OF THIS LICENSE AGREEMENT UNTIL LICENSEE DIRECTS ASCAP TO STOP AS PROVIDED ABOVE; PROVIDED, HOWEVER, THAT ASCAP SHALL HAVE NO OBLIGATION TO AUTOMATICALLY BILL LICENSEE FOR THE APPLICABLE FEES VIA RECURRING OR AUTOMATIC BILLING, AND LICENSEE SHALL BE REQUIRED TO PAY ALL AMOUNTS DUE BY THE REQUIRED DATES. IN THE EVENT THAT ASCAP IS UNABLE TO OBTAIN THE REQUIRED FEES, ASCAP RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS LICENSE AGREEMENT, WITHOUT NOTICE OR OTHER OBLIGATION OR LIABILITY TO LICENSEE OR ANY THIRD PARTY.

5.3. Taxes. Licensee shall be responsible for any taxes and/or levies imposed on any transactions conducted by it and any applicable taxes or levies may be added to the amount charged for the applicable transaction. Applicable taxes may include sales tax, use tax and other applicable taxes, which may be based on various factors, including the bill-to address, location of the Premises and tax rates in effect at the time Licensee's transaction is completed. Further, in the event that Licensee's payment of Fees under this License Agreement causes ASCAP to incur any liability to pay a gross receipts, sales, use, business use or other tax which is based on the amount of ASCAP's receipts from Licensee, the number of licensees of ASCAP, or any similar measure of ASCAP's activities, Licensee agrees to pay to ASCAP the full amount of such tax, provided that ASCAP is permitted by law to pass through such tax to its licensees. No tax exemptions are permitted for transactions made on www.ASCAP.com.

Article 6. Term and Termination.

6.1. Term. This License Agreement shall commence on the Effective Date and shall continue thereafter for a period of five years, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Initial Term"). Thereafter, this License Agreement shall automatically renew for additional, successive five-year periods (each, a "Renewal Term"), unless either Party provides the other with written notice of termination at least 30 days prior to the expiration of the Initial Term (or any Renewal Term, as applicable) (the Initial Term and each Renewal Term shall be collectively referred to herein as the "Term").

6.2. Termination by Licensee. In the event that the fees and charges set forth on a Rate Schedule for any applicable calendar year exceed the corresponding fees and charges set forth in the then-current Rate Schedule by ten or more percent, Licensee may terminate this Licensee Agreement effective as of the end of the then-current Contract Year by providing notice to ASCAP at least 30 days before the end of the then-current Contract Year. In addition, subject to and without limiting the terms and conditions of Section 4.3, Licensee may immediately terminate this License Agreement upon notice to ASCAP in the event that Licensee discontinues the public performance of all music at the Premises for a period of no less than 30 consecutive days.

6.3. Termination for Breach. If Licensee breaches any provision, term or condition of this License Agreement, ASCAP may (reserving cumulatively all other remedies and rights pursuant to this License Agreement and in law and in equity) immediately terminate this License Agreement, in whole or in part, by providing at least 30 days' notice to Licensee; provided, however, that such termination shall not be effective if Licensee's breach has been cured prior to the expiration of such 30-day period.

6.4. Termination for Insolvency. ASCAP may immediately terminate this License Agreement in the event that Licensee (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.

6.5. Termination for Interference in ASCAP's Operations. ASCAP has the right to terminate this License Agreement, effective immediately upon notice, if there is any interference with, or material increase in the cost of, ASCAP's operation as a result of any law in the state, territory, dependency, possession or political subdivision in which Licensee, its affiliates or its operations are located which is applicable to the licensing of performing rights.

6.6. Effect of Termination. Upon any termination or expiration of this License Agreement for any reason, all rights and licenses granted by ASCAP to Licensee herein shall immediately terminate.

Article 7. INDEMNIFICATION; DISCLAIMER; WAIVER.

7.1. Indemnification. Licensee agrees to defend and handle at its own cost and expense any claim or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this License Agreement and (b) the Premises, 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 License Agreement. 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 (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP Indemnitee 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.

7.2. DISCLAIMER. THE MUSICAL WORKS IN THE ASCAP REPERTORY AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF ASCAP ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ASCAP HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, INCLUDING THAT LICENSEE'S EXPLOITATION OF ANY MUSICAL WORKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS WILL NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY.

7.3. WAIVER. LICENSEE UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES AND MEMBERS, AND THE RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS OF THE FOREGOING, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT AND/OR FROM USE OF THE ASCAP REPERTORY, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT ASCAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

Article 8. Notices.

All notices and other communications required or permitted pursuant to this License Agreement shall be in writing and transmitted via email to the applicable Party at the addresses set forth above, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 9. Arbitration

Any dispute arising out of or related to this License Agreement shall be subject to final binding arbitration between the Parties as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the request for arbitration is made (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. The arbitration shall take place in New York, New York before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules. Each Party shall pay its own costs and expenses for the arbitration, with the cost of the Arbitrator to be divided equally between the Parties. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. The Parties further agree to the exclusive jurisdiction of the state courts in New York, New York, for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over such Party. Neither the Parties nor the arbitrators may publicly disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

Article 10. Miscellaneous.

This License Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this License Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP's prior written consent (which may be withheld in ASCAP's sole and absolute discretion) and any purported assignment without such consent shall be void *ab initio* and of no force and effect. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this License Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. There are no third-party beneficiaries, actual or intended, pursuant to this License Agreement. This Agreement shall be governed by the law of the State of New York and you irrevocably submit to the jurisdiction of the courts of New York State, situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between you and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof. The provisions of Article 2, Article 3, Section 4.4, Section 6.5, Article 7, Article 8, Article 9 and this Article 10 shall survive the cancellation, expiration or termination of this Agreement.

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2026 ASCAP RATE SCHEDULE FOR WINERIES

Based upon Licensee's Operating Policy, the following rates are used to determine Fees for the 2026 year:

MUSIC USES(*)	TOTAL SQUARE FOOTAGE OF PREMISES		
	Up to 3,750 sq ft	3,751 sq ft to 10,000 sq ft	10,000 sq ft +
Live Music(**)	$526	$658	6.6 cents per Total Square Footage
Recorded Music, Television and/or Radio without Live Music	$396	$526	5.3 cents per Total Square Footage
Live Music and Recorded Music, Television and/or Radio	$658	$788	7.9 cents per Total Square Footage

(*) **Live Music:** Events featuring live concerts or music performances at the Premises, including live DJ karaoke and emcees.

Recorded Music, Television and/or Radio: The performance of music at the Premises by (1) mechanical, electronic and/or digital means including, but not limited to, tapes, records, compact discs and other digital audio formats (*e.g.*, MP3), videocassette, DVD, other digital audiovisual formats and/or (2) television and/or radio, when such television and/or radio performances do not meet the exemption provided for in 17 U.S.C. Section 110(5) of the United States Copyright Act.

(**) **Additional Fee for Events Featuring Live Music**

If the total gross revenues received by, or on behalf of Licensee, that are attributed to admission, cover or tickets for events featuring live concerts or music performances during the applicable Contract Year ("Gross Ticket Revenues") exceeds $50,000.00, Licensee shall pay an additional amount equal to 0.8% of Gross Ticket Revenue.

ADJUSTMENTS TO FEES

The following adjustments may be made to the Fees:

Fees for Seasonal Performances:
If the Premises is open to the public three months or less in the applicable Contract Year, the applicable Fees may be discounted by 30%.
If the Premises is open to the public more than three months but no more than six months in the applicable Contract Year, the applicable Fees may be discounted by 20%.

Fees for Small Operations:
If during the applicable Contract Year the Premises (a) features solely live music and only six or fewer times and (b) produces 1000 gallons of wine or less, the Fee is $262.00.
If during the applicable Contract Year the Premises (a) features solely live music and only six or fewer times and (b) produces 1001 to 5000 gallons of wine, the Fee is $328.00.

LICENSE FEE FOR 2027 SEASON AND THEREAFTER

The license fees for each calendar year shall be the license fees for the prior year, adjusted by the increase, if any, in the Consumer Price Index, All Urban Consumers - (CPI-U) measured from October of the year before the prior year to October of the prior year. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

ZOOS AND AQUARIUMS

OWNED AND OPERATED BY GOVERNMENTAL ENTITIES OR NON-PROFIT ORGANIZATIONS

LICENSE AGREEMENT-ZOOS AND AQUARIUMS OWNED AND OPERATED BY GOVERNMENTAL ENTITIES OR NON-PROFIT ORGANIZATIONS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 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 the zoo or aquarium known as

, located at

and at performances presented outside of said zoo or aquarium but in connection with said zoo or aquarium for public relations purposes for which no fee is paid to LICENSEE and no direct or indirect admission charge is made (collectively "the premises"), and not elsewhere, nondramatic 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) Either party may, on or before thirty days prior to the end of the initial or any renewal term, give notice of termination to the other. If such notice is given, the license shall terminate on the last day of such initial or renewal term.

(c) 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.

2. Limitations on License

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

(b) This license is strictly limited to zoos and aquariums which are owned and operated either by governmental entities or by organizations designated as non-profit pursuant to applicable provisions of the Internal Revenue Code.

(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 outside of the premises.

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

(e) This license shall extend to nonvisual background music performed on the premises and furnished by a background music service which may hold a license from SOCIETY which authorizes performances on the premises of subscribers to such a service, but which nevertheless excludes the performances licensed hereunder (e.g., performances at premises to which an admission fee is charged).

(f) This license does not authorize performances in any hotel or motel situated within the premises.

(g) This license does not authorize any concert or other performance at the premises for which a separate admission fee, cover, minimum or similar charge is made.

(h) 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.

3. License Fees, Reports and Payments

(a) In consideration of the license herein granted, LICENSEE agrees to pay SOCIETY for each calendar year of the term hereof a fee computed in accordance with the Rate Schedule attached to and made a part of this Agreement.
(b) LICENSEE shall estimate and pay the estimated license fee for each season no later than July 15 of each year.
(c) Within sixty (60) days after the premises are closed to the public at the end of each season, or, not later than February 28 of the following year if the premises are open year-round or for the Christmas holiday season, LICENSEE shall furnish SOCIETY with a statement certified by an officer or independent auditor of LICENSEE, setting forth LICENSEE's total attendance, total "live entertainment costs" (as hereinafter defined), and total fee due.
(d) If the fee due SOCIETY for any calendar year is greater than the estimated fee previously paid, LICENSEE shall pay the difference with the certified statement. If the fee due SOCIETY for any calendar year is less than the estimated fee previously paid, SOCIETY shall apply the excess payment as a credit against the payment due for the following year or, promptly after receipt of a notice from LICENSEE in the form of a written request, shall refund any over-payment to LICENSEE.
(e) The term "live entertainment costs", as used in this Agreement, means all direct expenditures of every kind and nature (whether in money or in any other form) paid by LICENSEE or by anyone on LICENSEE's behalf for all live entertainment (including entertainment for public relations purposes) in connection with which music is performed at the premises, including expenditures to or for:

> (i) staff members who perform music instrumentally or vocally, or who perform or entertain in conjunction with live music or mechanical music;
> (ii) nonstaff or outside entertainment, including entertainment during which live music or mechanical music is used incidentally (e.g., a comedian introduced by live music or mechanical music; an acrobat, clown, costumed character or juggler accompanied by live music or mechanical music; or singers and dancers who "lip-synch" music).

Such costs for staff and nonstaff entertainers shall include the reasonable value of any accommodations or services (including, without limitation, room and board) made available to them as part of the consideration for their services.
(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by thirty (30) days or more, LICENSEE shall pay a finance charge on the license fees due of 1-1/2% per month, or the maximum rate permitted by law, whichever is less, from the date such license fees should have been paid.
(g) 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.
(h) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE shall pay to SOCIETY the full amount of such tax.

4. Audits

(a) SOCIETY shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE only to such extent as may be necessary to verify any and all statements rendered and accountings made by LICENSEE to SOCIETY. SOCIETY shall consider all data and information coming to its attention as the result of any such examination of books and records as completely and entirely confidential.
(b) SOCIETY shall give LICENSEE not less than thirty days' written notice of its intention to make such an examination.
(c) The period for which SOCIETY may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at the request of LICENSEE, SOCIETY shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by SOCIETY to LICENSEE. This three year limitation shall not apply if LICENSEE fails or refuses after written notice from SOCIETY to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Nothing herein shall restrict SOCIETY's right to audit under previous license agreements, for a limit of three years for all such license agreements.
(d) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1-1/2% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(e) In the event any such examination shows LICENSEE to have underpaid the license fees due SOCIETY by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1-1/2 % per month from the date SOCIETY demands payment of such amount.

5. 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.

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 the 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.

7. 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 SOCIETY 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.)

ZOOS AND AQUARIUMS
OWNED AND OPERATED BY GOVERNMENTAL ENTITIES OR NON-PROFIT ORGANIZATIONS

2026 Rate Schedule and Statement of Operating Policy

Account Number:_____ Premise Name: _____

ANNUAL FEE FOR CALENDAR YEAR 2026

The annual license fee for calendar year 2026 shall be computed on the following basis:

(I) $7.17 per one thousand of attendance or major part thereof, whether or not an admission or similar fee is charged or actually collected,

plus

(II) one and one-half percent of "live entertainment costs" (as defined in subparagraph "3(e)" or the Agreement); **provided, however, that the minimum annual license fee payable under this Rate Schedule for 2026 shall be $236.64**.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2027 AND THEREAFTER

The annual license fee for calendar year 2027 and each calendar year thereafter shall be computed on the following basis: (I) the license fee for the preceding calendar year per one thousand of attendance or major part thereof, 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, plus (II) one and one-half percent of "live entertainment costs" (as defined in subparagraph 3(e) of the Agreement); provided, however that the minimum annual fee payable under this Rate Schedule for 2026 and each calendar year thereafter shall be in the minimum fee 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available.

TYPE OF REPORT: ○ Estimated Report ○ Actual Report

I. COMPUTATION OF LICENSE FEE BASED ON ATTENDANCE

1. TOTAL ATTENDANCE FOR THE REPORT YEAR _____
2. LICENSE FEE RATE **x 0.00717**

A. LICENSE FEE BASED ON ATTENDANCE (line 1 x line 2) **$**_____

II. COMPUTATION OF LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS

1. LIVE MUSIC ENTERTAINMENT COSTS DURING THE REPORT YEAR $_____
2. LICENSE FEE RATE (Provided that the minimum annual license fee under this Rate Schedule shall be $236.64) **x 0.015**

B. LICENSE FEE BASED ON LIVE MUSIC ENTERTAINMENT COSTS (line 1 x line 2) **$**_____

III. TOTAL LICENSE FEE CALCULATION

C. TOTAL LICENSE FEE DUE (Line I. 2. A. + Line II. 2. B.) $☐☐☐☐☐☐☐☐☐☐.☐☐

Contact Person & Title ☐☐☐☐☐☐☐☐☐☐