FOR-PROFIT 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 "for-profit" "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) "For-profit" health care facilities are health care facilities that are operated for the purpose of generating profits for their owners, stockholders or investors, and are not classified as tax-exempt. "For profit" health care facilities specifically exclude health care facilities owned or operated by (1) a "municipality"; (2) a tax-exempt religious or charitable organization; (3) the Federal government; or (4) a tax-exempt college or university.

(ii) "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)(ii)" and (z) require special appointments for health care; and (2) any location used by LICENSEE for a trade show, convention, exposition except as permitted in Paragraph "2(c)" herein.

(iii) "LICENSEE'S Operating Policy" means the factors that determine the license fees applicable under the Rate Schedule.

(iv) "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.

(v) "Tax exempt" means recognition by the Internal Revenue Service as being exempt from paying Federal Income Tax under Section 501 of the U.S. Tax Code.

(c) All of LICENSEE's for-profit 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 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 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 office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)