

JUKEBOX LICENSE AGREEMENT

AGREEMENT between AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), BROADCAST MUSIC, INC. ("BMI") and SESAC, INC. ("SESAC") doing business as the JUKEBOX LICENSE OFFICE (collectively "JLO"), 1700 Hayes Street, Suite 201 Nashville, Tennessee 37203 and _____ ("LICENSEE"), located at _____ as follows:

1. Grant and Term of License; Definitions

(a) JLO grants and LICENSEE accepts for a term of one year (the "Initial Term"), commencing as of January 1, 20___, and continuing thereafter for additional terms of one year each (the "Renewal Term") unless terminated by either party as hereinafter provided, a license to perform publicly by the "coin-operated phonorecord players" ("jukeboxes") specified in Schedule "A," annexed hereto and made a part hereof, as said Schedule may be amended as hereinafter provided, and not elsewhere or by any other means, non-dramatic renditions of all of the separate musical compositions now or hereafter during the term hereof in the repertoires of ASCAP, BMI and SESAC and of which ASCAP, BMI and SESAC shall have the right to license such performing rights.

(b) LICENSEE agrees to notify JLO and to submit appropriate payment within 30 days after making any additional jukebox(es) available for public performance, and Schedule "A" shall thereafter be deemed amended to include such additional jukebox(es). This Agreement shall inure 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.

(d) For purposes of this Agreement:

- (i)** A "coin-operated phonorecord player" or "jukebox" is a machine or device that:
 - (A)** is employed solely for the performance of non-dramatic musical works by means of phonorecords upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent;
 - (B)** is located in an establishment making no direct or indirect charge for admission;
 - (C)** 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 phonorecord player or posted in the establishment in a prominent position where it can be readily examined by the public; 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.
- (ii)** An "operator" is any person who, alone or jointly with others:
 - (A)** owns a coin-operated phonorecord player;
 - (B)** has the power to make a coin-operated phonorecord player available for placement in an establishment for the purposes of public performance; or
 - (C)** has the power to exercise primary control over the selection of the musical works made available for public performance on a coin-operated phonorecord player.

2. Limitations on License

(a) This license covers only "coin-operated phonorecord players," as defined in this Jukebox License Agreement and this license does not cover video jukeboxes or digital jukeboxes, including but not limited to any device which: (i) receives and/or sends transmissions (i.e. downloads or streams) of musical works; and/or (ii) employs a hard drive for the storage of digital phonorecords or other recorded musical compositions.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire, Internet, webcasting, on-line service or otherwise, of renditions of musical compositions in the repertoires of ASCAP, BMI and SESAC to persons outside of the establishment where the jukebox is located.

3. License Certificate

(a) Upon JLO's receipt of LICENSEE'S executed Jukebox License Agreement and payment of each year's license fees hereunder, JLO shall issue LICENSEE an annual license certificate for each jukebox covered by the Jukebox License Agreement.

(b) The license certificate must be displayed by April 1 of each year, or 20 days after the issuance date, whichever is later, and should remain on the box until the subsequent year's license certificate is affixed.

(c) The license certificate must be displayed on the jukebox in a place easily visible to the public. For hideaway jukeboxes (multiple wallbox units), the certificate must be displayed in a place easily visible to the public on the wallbox closest to the cashier or to the entrance to the establishment where such hideaway jukebox is located. A license certificate may be transferred by LICENSEE from a jukebox that is temporarily or permanently removed from service for public performance to one that is placed into service for public performance.

(d) If no certificate is affixed to the jukebox in accordance with paragraphs 3(b) and (c) above, the jukebox shall be deemed unlicensed, and all performances of copyrighted musical works in the repertoires of ASCAP, BMI and SESAC given by means of said jukebox shall be deemed to be copyright infringements.

(e) The license certificates issued to LICENSEE are only valid for jukebox(es) owned or operated by the LICENSEE. If the LICENSEE has permitted a jukebox license certificate obtained in Licensee's name to be used on a jukebox not owned or operated by LICENSEE, JLO may in their sole discretion terminate all other licenses held by that LICENSEE for the remainder of the year for which the licenses were issued.

4. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay JLO by March 15 of each year of this Agreement, or 30 days after making the jukebox(es) available for public performance, whichever is later, the applicable license fee set forth in Schedule "A" annexed hereto and made part hereof, based on the number of jukeboxes owned or operated by LICENSEE.

(b) Payments received after the due date shall incur a late charge at the rate of 1.5% per month.

(c) There shall be a charge of \$35.00 for any check returned unpaid for any reason. If any of LICENSEE'S checks shall be returned unpaid, LICENSEE may, at the request of the JLO, thereafter be required to pay all license fees due by certified check.

(d) LICENSEE warrants that the Schedule "A" annexed hereto is true and correct and will be kept current during the term of this license.

(e) Jukeboxes not appearing on a Schedule "A" received by the JLO by March 15 of any year or within 30 days after making such jukebox(es) available for public performance may not be eligible for a Jukebox License Agreement for the balance of that calendar year and the next calendar year. Rather, ASCAP, BMI and SESAC shall each have the right to license public performances by means of each jukebox not covered by a Jukebox License Agreement in accordance with each organization's applicable form of license agreement. Jukeboxes made available for public performance on or after December 1 of any year need not be licensed until the following year.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, JLO 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 JLO.

6. Indemnification

ASCAP, BMI and SESAC agree to indemnify, hold harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the non-dramatic public performance of any material licensed under this Agreement and performed over a jukebox licensed under this Agreement. Such indemnity shall be limited to the works which are licensed by the JLO at the time of LICENSEE'S performances. LICENSEE agrees to give JLO, on behalf of ASCAP, BMI and SESAC, immediate notice of any such claim, demand, or suit, to deliver to JLO any papers pertaining thereto and to cooperate with ASCAP, BMI and SESAC with respect thereto, and ASCAP, BMI and SESAC shall have full charge of the defense of any such claim, demand or suit.

7. Notices

(a) All notices required or permitted hereunder shall be given in writing via certified United States mail or generally recognized commercial delivery service, addressed to the party at the address stated above or by electronic transmission (i.e., Mailgram, facsimile or similar transmission), provided that proof of receipt is maintained.

(b) Each party agrees to inform the other of any change of address and, in the case of a sale or transfer of the business or jukebox(es) of the name, telephone number, address, including, city, state, and zip code, of the new owner and the date of the sale or transfer and shall submit a Notice Of Change statement in the form of Schedule "B" attached hereto.

8. Applicable Law

This Agreement shall be governed by the law of the State of New York as if entered into and to be fully performed in the State of New York.

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

JUKEBOX LICENSE OFFICE

LICENSEE

By: _____
(Signature in ink)

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.)