

SESAC PERFORMANCE LICENSE for RESTAURANTS, NIGHTCLUBS and TAVERNS

Agreement made by and between SESAC, Inc. ("SESAC") a New York corporation, with offices at 55 Music Square East, Nashville, TN 37203 and

_____ ("LICENSEE")
(Name of Owner – corporation, partnership, sole proprietorship, etc.)

(Address) _____

(City, State, ZIP) _____

A Corporation Partnership Sole Proprietorship (circle one) State of Incorporation (if applicable) _____

Taxpayer ID #: _____

Telephone: _____ Fax: _____ E-mail: _____

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of _____, (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the operation of:

Name:

Address City St Zip
(the "Premises").

This right and license is subject to the limitations set forth at Paragraph 2 herein below.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:
A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location other than the Premises (unless and to the extent otherwise expressly permitted in Schedule "A");
B. the right to grant the Rights to any third party;
C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
D. performances of the Compositions (i) which are part of a background music service originating from any location including the Premises, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players (unless and to the extent otherwise expressly permitted in Schedule "A").

3. TERM OF LICENSE:

A. The term of this Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and/or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percentage increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

C. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

D. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to reasonable attorney's fees, then LICENSEE shall be responsible for paying such expenses to SESAC.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in breach or default of any other provision of this Agreement, SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach or default within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Premises. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____ (Please insert today's date)

LICENSEE

SESAC, Inc.

BY: _____
(please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE: _____

SCHEDULE "A"
Fee Schedule for RESTAURANTS, NIGHTCLUBS and TAVERNS - 2006

I. Reference is made to the SESAC Performance License effective _____ (the "Agreement") to which this Schedule "A" is attached.

II. RATE SCHEDULE / LICENSE FEE

A. The License Fee shall be determined by using the following rate determinates and adding the corresponding license fee for "Mechanical Music," "Live Music," "Coin-Operated Phonorecord Player," and "Web Site," as applicable.

B. If both live and mechanical music are used, there is a **10% discount** off the total "Live Music" and "Mechanical Music" Fee.

Please Complete/Verify the following information regarding the Premises:

"Capacity" _____ Days of "Live Music" _____
 See definition below See definition below

"Mechanical Music" Yes ___ No ___ If yes, is it "Enhanced?" Yes ___ No ___ Annual Fee: \$
 See definition below Admission/cover charge or dancing? - see definition below

"Coin-Operated Phonorecord Player?" Yes ___ No ___ "Web Site?" Yes ___ No ___
 See definition below See definition below

Fee Schedule for calendar year 2006

"Capacity"	"Mechanical Music"		"Live Music"			"Web Site"	"Coin-Operated Phonorecord Player"
	Standard	"Enhanced"	1-2 Days	3-4 Days	5-7 Days		
1-100	\$163	\$204	\$233	\$ 385	\$ 596	\$49	\$134 per "Coin-Operated Phonorecord Player" (fee payable only for devices meeting the definition below).
101-200	187	244	305	479	831	\$69	
201-300	211	285	398	623	1115	\$99	
301-400	260	365	501	769	1448	\$139	
401-500	356	486	596	943	1769	\$189	
501-600	480	690	795	1196	2175	\$249	
601-750	600	892	994	1460	2573	\$319	
751 & over	738	1216	1196	1760	3000	\$399	

Members of trade associations may be eligible for discounted license fees
 Please contact your association for more information.

As used herein, "**Capacity**" shall mean the maximum capacity of the Premises as permitted by local ordinance.

Payment of the "**Mechanical Music**" License Fee authorizes public performances on the Premises by radio; by records, tapes, compact discs, jukeboxes not meeting the definition of "coin-operated phonorecord player," and other phonorecords; by karaoke or similar systems; by audio-visual devices including televisions, DVD and video tape players; and by music-on-hold telephone systems; for which SESAC performance license fees are not otherwise paid.

As used herein, "**Enhanced**" shall mean an admission fee or similar charge, or if a dance floor/space is available for use by patrons, performers, or employees.

Payment of the "**Coin-Operated Phonorecord Player**" License Fee authorizes public performances on the Premises by a machine or device that (a) is employed solely for the performance of nondramatic musical works by means of phonorecords upon being activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (b) during the time when there is no direct or indirect charge for admission to the Premises; (c) is accompanied by a list of the titles of all of the musical works available for performance on it, which list is affixed to the phonorecord player or posted in the Premises in a prominent position where it can be readily examined by the public; (d) affords a choice of works available for performance and permits the choice to be made by the patrons of the Premises; and (e) for which SESAC performance license fees are not otherwise paid e.g., through the Jukebox License Office (JLO).

Payment of the **“Live Music”** License Fee authorizes live musical performances at the Premises. The “Live Music” License Fee shall be calculated based on the predominate weekly music policy of the Premises during the calendar year. If live music is performed three (3) days or less per month, then the predominate weekly music policy of the Premises shall be calculated at the appropriate rate for 1-2 Days.

Payment of the **“Web Site”** License Fee authorizes transmissions on or through a web site known as: _____, with the principal Universal Resource Locator (“URL”) of _____ (“Licensed Web Site”) whose primary purpose is to promote business at the Premises and from which LICENSEE does not receive revenue greater than six thousand dollars (\$6000.00) per calendar year from advertising, sponsorship, promotional, and/or other content available on the Licensed Web Site; transmissions through the Intranet of the Premises; and transmissions through any other interconnected computer network within the Premises. This authorization is only available to a LICENSEE for periods for which LICENSEE also pays License Fee(s) hereunder that are separate and additional to the “Web Site” License Fee. This authorization shall not extend to any site(s) where a subscription or other user fee is charged specifically to access specific programming or to access a selection of programming for a specified period of time. Specifically excluded from this authorization is the right to publicly perform the Compositions in connection with any product, service or feature that enables users to access all or substantially all of particular Movie(s), TV Program(s), and/or live, concert-type performance(s) not occurring on the Premises. This authorization shall not extend to transmissions made on or through a Web Site, Intranet or other interconnected computer network of the broadcasts or webcasts of the programs or services of any television station, television network, radio station, radio network, cable station, cable network, cable system, satellite program distributor, or any similar operation. The immediately foregoing authorization shall be governed by the following paragraph:

In the event that SESAC is made aware that LICENSEE does not have other necessary rights and licenses required in connection with LICENSEE’s use(s) of the Composition(s) and the sound recording(s) in which they are embodied from the owner(s) and/or authorized representative(s) of the owner(s) of such rights (“Third Party Rights”) then (a) SESAC reserves the right to exclude such Composition(s) from this Agreement upon written notice to LICENSEE until such later time, if ever, during the Term that (i) LICENSEE has obtained such Third Party Rights, or (ii) LICENSEE has discontinued any such use(s) thereof that require such Third Party Rights, and (b) this Agreement shall remain in full force and effect with regard to all other Compositions in accordance with the terms and conditions set forth in this Agreement. If there is any dispute as to the matters set forth in (a)(i) and/or (a)(ii) of the preceding sentence, SESAC continues to reserve the right to exclude such Compositions(s) from this Agreement upon written notice to LICENSEE until SESAC receives notice which, in SESAC’s sole judgment, is satisfactory evidence of a final resolution of such dispute.

C. LICENSEE shall pay the License Fee to SESAC upon execution of the Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current calendar year. Subsequent payments shall be made in accordance with either (i) or (ii) below (select one):

_____ (i) annually in one payment, on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term;

_____ (ii) semiannually in two (2) equal installments on or before the first day of January, for the billing period of January 1 through June 30; and on or before the first day of July, for the billing period of July 1 through December 31 of each calendar year of the Term.

If no selection is made, the License Fee shall be due annually.

D. On or before October 15 of each subsequent year of the Term, LICENSEE shall provide SESAC written notice of any changes in the factors relating to the License Fee as of October 1. The License Fee for the next calendar year shall be adjusted accordingly. If LICENSEE fails to submit such information or if SESAC should verify that such information as provided by LICENSEE is inaccurate, then SESAC will have the right to determine such information by independent means and the License Fee will be adjusted accordingly.

E. Notwithstanding anything to the contrary contained in the Agreement, upon sending of written notice to LICENSEE by certified mail, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE’s License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate the Agreement as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by certified mail, not later than thirty (30) days after SESAC sends written notice of such increase to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.B of the Agreement.

III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

By clicking on the "I Accept" button below, you warrant and represent that you have read this Agreement; have had the opportunity to seek further explanation of the Agreement; and intend your acceptance to have the same legal effect as your signature.

Please email any questions to: billing@sesac.com or telephone our administration department at 1-800-826-9996

Note: Please print a copy of the agreement for your records before continuing.

CERTIFICATION:

I hereby certify that the information contained in this Agreement, including all Schedules, is true and complete. I warrant and represent that I am legally eligible to enter into this Agreement as an authorized agent of the entity to which this License will be issued.

Authorized Individual

Title

Employer/Taxpayer-IdentificationNumber

Today'sDate