AGREEMENT OF LICENSE made this \* of \* 20\* between Publisher, Address (hereinafter referred to as “the Publisher/Agent”) and \* Performing Organization, Address (hereinafter referred to as “the Organization”).

1. The Organization is granted permission by the Publisher/Agent to present, on a non-exclusive basis, staged performances of \*

2. \* (\*) performances are to take place in \* on \*.

3. The term of this agreement shall be through \*, at which time the contract may be renegotiated and extended on terms to be discussed by our two companies.

4. The Organization hereby agrees to pay the Publisher/Agent according to the following schedule: \* per performance, said fee reflecting rental of orchestral material and royalties. These fees do not include shipping and/or airmail import charges, which will be billed to the Organization’s account.

5. The right granted herein includes the right to perform said work live on the stage only and does not grant the right to perform in any other medium (including but not limited to radio, television, simulcast transmissions over the Internet, recordings, video, etc.).

6. The Organization undertakes not to copy any part or parts of the materials supplied by the Publisher/Agent, not to permit said materials to leave its custody, or to be used by any other person or persons. The Organization agrees that no changes will be made to the work and that no translations, arrangements, transpositions, transcriptions, reduced orchestrations or versions will be made of the work without written consent of the Publisher/Agent.

7. The Organization agrees to return said materials at its own expense to the Publisher/ Agent within ten (10) days from the date of the final performance, complete and in good condition, fair wear and tear expected, unless a contract renewal is negotiated. The Organization shall be liable for the replacement of any rental material damaged, lost, or destroyed, howsoever caused. The replacement charge for the loss (or severe damage) of the complete set of material is $\*. A supplemental rental fee of $200.00 will be collected for each month the materials are in circulation following the date ten (10) days after the final performance unless a contract renewal is negotiated.

8. In the event of cancellation of performance(s) after material has been shipped, a $170.00 service charge plus shipping charges will be collected. Further, a rental fee will be due in the event materials are kept in your possession more than one week beyond the agreed upon delivery date.

9. This license is issued on the condition that; and the Organization agrees that; this Work must be performed in its entirety as an independent Work and cannot be performed in conjunction with another musical work either at the beginning, during or the end of our licensed Work. This does not preclude the performance of another independent work on the same concert program.

10. Payment by the Organization shall be made to the Publisher/Agent not later than fourteen (14) days after the final performance *and shall be accompanied by a copy of the certified gross box office receipts*. The Organization agrees to provide the Publisher/Agent with two (2) copies of the concert program for the performances set forth above.

11. The Organization agrees to give the Publisher/Agent two (2) complimentary center orchestra seats per performance, if so requested.

12. In the program and souvenir booklet, the Organization will give performance credits as follows:

 \*

Used by arrangement with Publisher, publisher and copyright owner.

13. The Organization is not to exercise or attempt to exercise any rights with respect to said work except those limited rights hereinbefore stated.

14. We warrant that we have the right to execute this license, which license contains the entire understanding between Publisher/Agent and Organization, and no alteration or modification of any kind will be recognized or binding unless in writing, signed by you and by a duly authorized officer of the Publisher/Agent’s company.

Please sign both copies of this license agreement where indicated below and return both copies for our signature. A fully executed copy of this license agreement will be sent to you for your files.

 PUBLISHER [if applicable: Agent for \*]

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTED AND AGREED:

\*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name, Title)