

## **Exclusive Beat Contract Lbeats**

THIS LICENSE AGREEMENT is made on **{CONTRACT\_DATE}** ("Effective Date") by and between **{CUSTOMER\_FULLNAME}** (hereinafter referred to as the "Licensee") also, if applicable, professionally known as **{CUSTOMER\_ALIAS}**, and **Lester "Lbeats" Williams**. (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled **{TRACK\_TITLE}** ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by **Lester "Lbeats" Williams** ("Songwriter") managed under the Licensor.

**All licenses are non-refundable and non-transferable.**

### **Master Use.**

The Licensor hereby grants to Licensee an exclusive license (this "License") to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

### **Grant Of Rights**

Master(s) to be produced by Producer as a "work made for hire". After Producer is paid the Fee in full and subject to Artist's compliance with all terms contained herein, all rights in the Master(s) (specifically excluding the underlying musical composition(s)) shall be one hundred percent (100%) owned by Artist. Producer may use the Master(s) for promotional purposes (e.g. website, social media, YouTube, and SoundCloud). Notwithstanding anything to the contrary contained herein, the parties agree that this deal memo does not affect any previous license Producer may have granted to a third party with respect to the Master(s) prior to the date first set forth above.

### **ROYALTY**

Four percent (4%) of retail (or PPD equivalent) on all of the Master(s) income for releases under a Record Label deal, paid and computed as Artist's royalty is paid and computed under such deal (the "Royalty"). However, the "Royalty" will be twenty five percent (25%) (a) of Artist's share with respect to licenses of the Master(s) for which Artist receives a flat fee or net receipts, (b) of any "direct monies" (e.g. digital performing rights in masters or blank media levies) (specifically excluding any publishing monies), and (c) on all gross income Artist is paid or credited with from any self-releases (e.g. sales, downloads, and streaming income not from a Record Label). The Royalty will be paid from record one/first monies in, after recoupment of only the recording costs of the Master(s) at the "net Artist rate" (i.e. Artist's royalty rate less only the Royalty payable to Producer hereunder). The Royalty shall not be reduced by any additional royalty payable to any other third party.

### **Mechanical Rights.**

The Licensor hereby grants to Licensee an exclusive license to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recording") worldwide for unlimited copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of **{TRACK\_PRICE\_WORD}** US Dollars (**#{TRACK\_PRICE}**), receipt of which is confirmed. Additionally licensee shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

**Performance Rights.**

The Licensor here by grants to Licensee an exclusive license to use the Master Recording in unlimited for-profit performances, shows, or concerts.

**Broadcast Rights.**

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording in unlimited amounts of radio stations.

**Credit.**

Producer credit shall read: "**Produced by Lbeats**". Credit to appear on the liner notes, the outside back cover of any packaging in any configuration (e.g. CDs or vinyl) embodying the Master(s), in the metadata of the Master(s), in all trade and consumer ads of 1/2 page or greater, in Billboard strips, and anywhere any other production credits customarily appear.

**Synchronization.**

Licensee may exploit and monetize from licensee's unique derived work(s) of composition for use on TV, Film, Video game or other synchronous projects. Licensee may represent other publishing owners of the original composition for exploitation and have full authority of granting non-exclusive license for synchronization use as long as credit and publishing information is provided to such agency.

**Sound Exchange.**

In addition to the consideration mentioned above, Licensee shall pay licensor 25% of the sound exchange royalties generated by the master recording.

**Consideration.**

In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **{TRACK\_PRICE\_WORD}** US dollars (**#{TRACK\_PRICE}**) and other good and valuable consideration, payable to "**Lester "Lbeats" Williams**", receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

**Indemnification.**

Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

**Audio Samples.**

3rd party sample clearance is the responsibility of the licensee.

**Miscellaneous.**

This license is non-transferable and is limited to the Composition specified above.

**Governing Law.**

This License is governed by and shall be construed under the law of the California US, without regard to the conflicts of laws principles thereof.

Name: Lbeats

Contribution: Music

PRO: ASCAP

Writer IPI #: 845333632

Publisher's Name (IPI #): Lbeats (845334433)

- **Licensee**, owns **50%** of the writers share.
- **Lester D Williams Jr (ASCAP)**, owns **50%** of the writers share.
- **Licensee**, owns **50%** of the publishing share.
- **Lester D Williams Jr (ASCAP)**, owns **50%** of the publishing share.