

## EXCLUSIVE AGREEMENT

This beat purchase agreement ("Agreement") dated as the last signature date below {CONTRACT\_DATE} ("Effective Date") is by and between the undersigned artist {CUSTOMER\_FULLNAME} ("Artist"), and the undersigned producer {TRACK\_OWNER\_FULLNAME} ("Producer"). For good, valuable and legally sufficient consideration, the parties hereby agree to the foregoing terms and conditions:

- 1. Sound Recording.** The producer has recorded and owns, or has acquired, full rights in and to a certain sound recording of rhythms and sounds, or so-called "beats" (the "Sound Recording"), **excluding** the underlying musical composition contained therein (the "Musical Composition"), identified as "{TRACK\_TITLE}". The Sound Recording and Musical Composition may sometimes be collectively referred to hereinafter as the "Work"). Artist wants to purchase, and Producer wants to sell an exclusive license to use the Sound Recording and Musical Composition, in accordance with terms and conditions contained herein.
- 2. Deliverables for Sound Recording.** Producer shall deliver to Artist an acceptable mixed, edited, and equalized version of the Sound Recording, that is technically satisfactory according to customary music industry standards, and ready for the reproduction/manufacture, encoding, broadcast, sale, licensing, streaming, and other use of Records that embody the Recording. Artist shall be responsible for obtaining any necessary licenses, clearances, or other necessary documents that will enable Artist to commercially release the Recording, including, but not limited to, any clearances for side artists, musicians, or other contributors, and waivers from the contributor's record label or other company, if applicable (collectively, the "Deliverables"). Artist shall designate where the Deliverables are to be delivered.
- 3. Fee.** Artist shall pay Producer a total "all in" fee of {TRACK\_PRICE\_WORD} {TRACK\_PRICE} (the "Fee") for the grant of rights specified in this Agreement. Producer expressly acknowledges and agrees that payment of the Fee is for an exclusive license to use the Recording and Musical Composition as set forth herein. Upon purchasing exclusive rights, the Sound Recording is no longer able to be licensed. Artist shall have no further economic obligations to Producer in connection with the Recording, other than payment of the Publishing royalties. It is of the essence to this Agreement that the Sound Recording will no longer be available to be licensed and that the Artist shall not be obligated to pay Producer any share of digital/physical sales, streaming revenue or mechanical royalties with respect to any of the rights that Artist is acquiring from Producer for the Sound Recording and Musical Composition.
- 4. Ownership of Sound Recording.** Producer shall be the sole and exclusive owner throughout the universe and in perpetuity of the copyrights in and to the Sound Recording. The Sound Recording, from the inception of recording thereof, and all Records and other reproductions made therefrom, including original session files, together with the performances embodied therein, all copyrights embodied therein and thereto, and all renewals and extensions thereof, shall be entirely Producer's property, free of any claims whatsoever by Artist, or any other person or entity. Producer grants Artist the exclusive right to use the Sound Recording.

**5. Musical Composition.** Producer shall retain ownership of **one hundred percent (100%)** of the entire copyright in the Musical Composition. The Producer hereby grants to Artist an exclusive license to (i) 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 up to the pressing or selling a total of {DISTRIBUTE\_COPIES\_WORD} ({DISTRIBUTE\_COPIES}) copies of such Recordings or any combination of such Recordings and retain all income generated therefrom; (ii) record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording"); (iii) use the Master Recording in {PERFORMANCES\_FOR\_PROFIT} for profit performances, shows, or concerts and retain all income generated with this license; (iv) license the Work in any media or field of use, including but not limited to Film, TV, Radio Broadcast, Commercial Advertisement, Video Games, Internet, and retain **fifty percent (50%)** of income generated therefrom; (v) monetize up to {AUDIO\_STREAMS\_WORD} ({AUDIO\_STREAMS}) audio streams to sites like (Spotify, RDIO, Rhapsody, etc); (vi) synchronize {MONETIZED\_MUSIC\_VIDEOS\_WORD} ({MONETIZED\_MUSIC\_VIDEOS}) music videos.

**6. Warranties, Representations, and Indemnifications.** Producer warrants and represents that:

6.1 Producer is the sole and exclusive author and copyright owner of the Work, and has the full legal right, power, and authority to enter into this Agreement whereby no third party authorization is necessary;

6.2 No Materials, as hereinafter defined, or any use thereof, will violate any law or infringe upon or violate the rights of any person. "Materials," as used in this paragraph, means all musical works and all other musical, dramatic, artistic and literary materials, ideas, and other intellectual property furnished solely by Producer, contained in or used in connection with the Work;

6.3 Artist will be solely responsible for all costs associated with the use of any unauthorized samples, interpolations, quotes, borrows, unauthorized re-plays or loops, or other adaptations of any copyrighted musical selections in the Work (collectively referred to as an "Unauthorized Use").

6.4 Producer will at all times defend and indemnify Artist, its successors, assigns, licensees, officers, and employees, and hold it harmless from and against any and all claims, damages, liability, losses, costs, and expenses arising out of the use of any materials furnished by Producer for the Work.

**7. Sample Disclosure.** Producer acknowledges and agrees that Producer has fully disclosed to Artist in writing the existence of any Unauthorized Use contained in the Work prior to executing this Agreement.

**8. Dispute Resolution.** In the event of any dispute between the parties relating in any way to this Agreement, excluding matters that fall within the small claims court, the parties agree to first

attempt to resolve the dispute by engaging in meaningful mediation using a single mediator selected by Producer. If the matter is not resolved by mediation, the parties shall submit the dispute to binding arbitration, conducted on a confidential basis under the Commercial Arbitration Rules of the American Arbitration Association in Fresno County, California, provided that the federal rules of discovery and evidence shall be applicable to any such proceedings. An award from any binding arbitration shall be enforceable in all courts of competent jurisdiction. All questions concerning the validity, operation, interpretation, and construction of this engagement will be governed by and determined in accordance with the laws of the {STATE\_PROVINCE\_COUNTRY} and the prevailing party in such proceeding shall be awarded reasonable outside attorneys' fees, reasonable expert witness fees and out-of-pocket and verifiable costs incurred in connection therewith, in addition to any other relief awarded. **If any party refuses to participate in mediation and arbitration, then such party shall not be entitled to recover attorneys' fees, even if they would have otherwise been available to such party in any such action.**

## 9. General Legal Provisions.

9.1 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No waiver by either party of any right shall be construed as a waiver of any other right.

9.2 Producer shall have the right, at its election, to assign this Agreement or any of Producer's rights and obligations hereunder, in whole or in part, to any third party, and as such may also be assigned to the assignee. Artist shall not have the right to assign any of Artist's rights or obligations hereunder, and any purported assignment by Artist in contravention of the foregoing shall be null and void.

9.3 This Agreement has been entered into in the {STATE\_PROVINCE\_COUNTRY} and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the {STATE\_PROVINCE\_COUNTRY} applicable to contracts entered into and performed entirely within such State, and the United States copyright laws. The California courts (state and federal) located in Fresno County, California shall have exclusive jurisdiction of any controversies regarding this Agreement and the parties hereto consent to the jurisdiction of said courts.

9.4 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.5 The capitalized terms used herein shall have the same meaning as they have in the U.S. Copyright Act or as they customarily have in the music industry unless otherwise defined.

9.6 The parties agree that this Agreement may be executed in counterparts, with the separate parts constituting a single agreement. A signed copy of this Agreement delivered by facsimile transmission or by electronic mail in the Portable Document Format file format (".pdf") will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement, and any such signature transmitted by means of facsimile or electronic mail as a ".pdf" file will be

deemed an original and valid signature hereto. The parties further agree that any subsequent modification to this Agreement must contain handwritten signatures in ink to take effect.

By receiving this contract via email, you automatically agree to the terms stated above and gain exclusive rights to the Work.