

## **Exclusive Agreement**

This License agreement is made on \_\_\_\_ ("Effective Date") by and between \_\_\_\_ ("Licensee") and **Christoph Schreiner (InsaneBeatz)** ("Licensor"). Licensor warrants that it controls the mechanical rights in and to the musical work named "\_\_\_\_" ("Instrumental") being sold to Licensee as of and prior to the Effective Date.

The Licensee and Licensor have agreed to the following terms:

### **1) Master Use**

The Licensor hereby grants to Licensee an exclusive License to record vocal synchronization to the Instrumental partly or in its entirety and substantially in its original form for the specific use of manufacturing, distributing and selling records embodying the Instrumental. The Licensor also grants the right to use the name of the producer (InsaneBeatz) in connection with the advertising, publicizing or sale of records manufactured, distributed and sold. Licensee shall have the right to alter, adapt, change or remix the Instrumental. Any rights not specifically granted and set forth in this license are hereby reserved by the producer. The Licensor guarantees that the Instrumental will not be sold on to any third parties.

### **2) Ownership**

The Licensor maintains 100% full rights (copyright, publishing and ownership) of the Instrumental. The Licensee has neither the right nor authority to sell or license the rights to the Instrumental whether in whole or part to any other party.

### **3) 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 disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, "Recordings") worldwide for up to the pressing or selling a total of unlimited copies of such Recordings or any combination of such Recordings.

### **4) Publishing and Royalties**

The Licensor shall retain 100% of Publishing of the Instrumental. The Licensee is entitled to keep 100% of all royalties that is generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify). However, if the licensee would optionally like to share royalties with the Licensor, the Licensor's BMI information is listed below for convenience.

BMI Information:

Name: Christoph Schreiner

Composer: InsaneBeatz

CAW / IPI No: 369205547

### **5) Streaming**

The Licensee is entitled to an unlimited amount of monetized audio streams (on all streaming platforms such as Spotify) and unlimited monetized video streams (on all platforms supporting video such as Youtube) for the song(s) created with the Instrumental. All streaming royalties generated by the Licensee's song(s) belong to the Licensee.

### **6) YouTube Policy (Content ID)**

The Licensor maintains the unlimited, worldwide rights to register the Instrumental with a Content ID program/institution such as Airbit.com, etc. and be the sole administrator of YouTube rights using such a Content ID program. This is necessary and entitles Licensor to maintain the administrative and legislative rights to the Instrumental. What Content ID does is scan youtube videos for audio material produced by Christoph Schreiner (InsaneBeatz) and automatically sends a copyright claim, which blocks videos from monetization temporarily. The video will keep playing without any other limitations. To remove such a claim, all licensees must open a Content ID dispute including the order number, PayPal transaction ID, Stripe transaction ID or the email address used for purchase. It is recommended to dispute within the first 5 days of receiving the claim. Official Google article: <https://support.google.com/youtube/answer/7000961?hl=en>

## **7) Performance Rights**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited paid performances and unlimited non-profit performances, shows, or concerts.

## **8) Music Videos**

The Licensor hereby grants to Licensee a non-exclusive License to use the Master Recording in unlimited music videos.

## **9) Synchronization Rights**

The Licensor hereby grants to Licensee a non-exclusive License to copy, perform, edit and/or loop portions of, record on film, video, digital animations, and video games (collectively, "Projects") and use the Master Recording in synchronization or timed relation with the productions in unlimited Projects.

## **10) Broadcast Rights**

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

## **11) Credit**

Licensee shall give producer appropriate production and song writing credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Instrumental created hereunder and on all cover liner notes. Such credit shall be in substantial form:

"Produced by InsaneBeatz"

## **12) Sampling**

The Licensee agrees that the Instrumental is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of Licensee.

## **13) Compensation**

**The payment for this License is non-refundable under any circumstances.** If the licensee fails to account to the licensor, timely and complete the payments provided for hereunder, the licensor shall have the right to terminate this 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 as infringements under applicable law. The Licensee shall provide the Producer with one (1) digital copy of the completed record within thirty (30) days after release of any record embodying the masters via email to [info@insane-beatz.com](mailto:info@insane-beatz.com)

#### **14) Indemnification**

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

#### **15) Miscellaneous**

This License is non-transferable and is limited to the Instrumental specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Instrumental, and shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

#### **16) Restrictions**

All sounds, drums and vocals included are the property of the licensor and cannot be used for any purpose other than as described in this agreement. The audio content cannot be used to create any of the following derivative works: instrumentals for sale, loop packs, vst instruments, nor any other competitive product. The audio content cannot be shared with anyone unless they are directly involved in the Master recording (audio engineer, featured artist, musician, etc.). Any Master recording that is found in violation of these restrictions may be subject to termination of its commercial rights without refund. In addition, the Master recording may be subject to removal from all third party distributors with the assistance of copyright infringement enforcers. Any loss incurred with such removal is not the responsibility of Licensor. If the licensee is unsure of the details of the commercial rights, the licensee must contact the licensor for assistance in clarifying any of these restrictions.

#### **17) Governing Law**

This License is governed by and shall be construed under the laws of the Licensor's resident country, without regard to the conflicts of laws and principles thereof.

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