



## Unlimited (Trackout)

FROM: Sean Patton ("Producer")

TO: %CLIENT\_NAME% ("Artist")

DATE OF AGREEMENT: %ORDER\_DATE%

In return for payment of the fee, Producer grants a non-exclusive license to the Artist to use the trackout WAV files, WAV file and MP3 file of chosen musical work named "%BEAT\_NAME%" (referred to here as "Beat") to create one (1) new recording ("the Track").

The Artist shall have the right to commercially release the Track by any and all means, throughout the world, subject to these terms

This license is for a term of two (2) years from the date of this agreement ("Term"). After the Term the license will automatically end and the Artist will be required to extend the term to by paying an additional fee or taking such other steps as required by the Producer. [or The term of this agreement shall be for life of copyright subject to the provisions of Para 3].

Further during the Term the Artist's usage of the Beat shall be limited to the following limits ("Thresholds")

unlimited for-profit downloads or physical sales of the Track. For the purpose of calculating and the Threshold two hundred (200) streams of the Track via so-called subscription services shall count as one sale, and

unlimited free internet downloads for non-profit and non-commercial use.

unlimited for-profit public performances of the Track with unlimited profit USD in compensation or ticket sales using the Track in the performances

unlimited non-profit public performances of the Track

unlimited music videos for the Track

Once any of the limits have been reached then the Artist will be required to extend the license by paying an additional fee or taking such other steps as required by the Producer.

The Artist is not required to pay the Producer a royalty or any income from the Track.

However, despite this, the Artist agrees that;-

the Producer shall have a fifty percent (50%) share of the publishing in the Track and shall receive publishing income directly from the applicable Collection Society.

The Artist agrees that he/she will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world. [https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)

The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist by the Producer. [to be drafted separately]

The Producer and the Artist shall each administer their respective shares of the publishing in the Track. Any sync licenses for the Track must be pre-approved by the Producer

the Producer shall have the right to receive neighboring rights income as a performer on the Track directly from the applicable Collection Society.

The Artist agrees that he/she will register the Producer's interest on the Producer's behalf with the collection society in the Artist's home territory that that administers neighboring rights income throughout the world. [https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)

The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist.

The Producer warrants and represents the following:-

that they are the owner of the copyright in the Beat;

that he/she has the right to enter into this Agreement and to grant all the rights which he grant herein;

subject to the provisions of Para 9 below that the Beat does not infringe the rights of any third party;

that all necessary consents under law are granted to the Artist

that he/she waives any and all so called moral rights.

all necessary publishing licenses will be made available to the Artist in respect of the Track free of charge for use by the Artist in connection with non-monetized advertising and/or promotion of the Track

The Artist warrants that and represents the following;-

that they have the right to enter this agreement

that the Track shall not infringe the rights of any third party

that they shall comply with all the obligations and limitations set out in this agreement

The Artist agrees to ensure that the Producer is credit on the on the metadata and packaging or promotion of the Track as follows [Prod. Sean Michael] or leave "Sean Michael" voice tag in track.

The Artist agrees to indemnify the Producer and hold him/her harmless from all claims, losses and expenses including reasonable legal fees arising out of or resulting from a claimed breach of the Artist's warranties, representations and obligations in this agreement

If in the description the Beat is stated to contain an uncleared sample then Artist agrees that they will take steps to obtain all clearances of the sample prior to release the of Track. The Artist shall also take steps to clear the publishing sample. The Artist shall indemnify the Producer from all losses and costs arising from any claims from third parties concerning the Artist's failure to take the required steps.

The Artist acknowledges that the Producer shall retain ownership of the copyright in master and the underlying composition the Beat and shall have the right to grant separate licenses thereof to other artists.

The Artist acknowledges that the payment for this license is non refundable. If the Artist fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.

This rights granted to the Artist are not assignable or otherwise transferable

This license constitutes the entire agreement between the parties

This Agreement shall be construed in accordance with the law of United States.