

EXCLUSIVE BEAT LICENSING AGREEMENT



This Agreement is entered into by and between:

Licensor ("Seller"): Vigorus Beats/ Vigor Music Inc

Composer: Antonio B. Turner (BMI), IPI #00528821049

Publisher: Tony T Music Vault (BMI), IPI #00828874489

Buyer: _____ (Name of Buyer)

Beat Title(s): _____ (Name of the Beat(s))

Effective Date: _____

1. Payment

The Buyer agrees to pay the Seller \$400 USD/ per Beat/Composition as consideration for the rights granted under this Agreement.

2. Seller's Warranty

The Seller warrants that:

- The Beat(s) is a fully copyrighted original work.
- It contains no unauthorized samples or third-party content.
- All sounds are either created by or properly licensed to the Seller.

3. Rights Granted to Buyer

The Seller grants the Buyer exclusive, non-transferable rights to:

- Use the Beat(s) in the creation of one new musical composition and master recording ("New Song").
- Add substantial new elements (lyrics, vocals, instrumentation, etc.) owned or licensed by the Buyer.
- Use the New Song in music videos and for commercial exploitation.

4. Rights Retained by Seller

Seller retains 50% ownership of the New Song, including the composition and master recording.

Buyer may not sell, transfer, share, upload, license, or assign the Beat(s) in whole or in part to any third party.

Seller shall not relicense or sell the Beat(s) after this Agreement, except that previous licensees retain their rights.

5. Permitted Uses of the New Song

The Buyer has the perpetual, worldwide right to:

- Perform, record, reproduce, distribute, stream, monetize, and sell the New Song in unlimited quantities.
- License the New Song for synchronization in all media, including film, television, video games, and commercials.

6. Copyright Ownership and Royalties

Ownership of the New Song and master recording will be split as follows:

- Composition: 50% Buyer / 50% Seller
- Sound Recording (Master): 50% Buyer / 50% Seller

Revenue from digital sales and streaming will be split:

- 50% to the Seller
- 50% to the Buyer

unless otherwise agreed in writing.

Splits are negotiable if there's a 3rd writer, a label or publisher involved (if applicable).

Sync licensing fees shall be split 50%/50% between Buyer and Seller unless otherwise agreed in writing.

7. Credit and Registration Requirements

The Buyer must:

- Register the New Song with appropriate copyright offices and performing rights organizations according to the split sheet. (e.g., BMI).
- List the Seller's ownership percentages accurately with all relevant parties (record labels, distributors, aggregators, publishers).
- Credit the Seller as: "Tony T the Producer" in all media releases.

8. Payment of Royalties

The Buyer must:

- Ensure all Seller's Royalties are either paid directly to the Seller or facilitated through third-party distributors.
- Provide regular royalty statements upon request if applicable.
- Allow for an annual audit of financial records related to the New Song with 30 days' notice.

9. Delivery

The Seller agrees to deliver the Beat(s) in the following formats:

- Untagged mastered MP3, with Producer tag in the intro.
- Tracked out WAV files if available.

10. Indemnity

The Buyer agrees to indemnify and hold harmless the Seller (including officers, agents, and employees) from any claims, damages, or legal actions resulting from:

- The Buyer's misuse of the Beat(s).
- The Buyer's use of unlicensed or improperly licensed material in the New Song.

11. Breach and Termination

If either party breaches this Agreement, the non-breaching party may provide written notice. If the breach is not remedied within 30 days, the non-breaching party may terminate this Agreement.

Termination does not waive any right to pursue damages or enforcement of rights accrued prior to termination, No Refunds.

12. Governing Law

This Agreement shall be governed and enforced under the laws of the State of Mississippi, United States, where Vigor Music Inc is registered.

13. Acceptance and Signature

By signing below, both parties agree to be bound by the terms of this Agreement:

Buyer Signature: _____

Printed Name: _____

Date: _____

Vigorus Beats/ Vigor Music Inc

Seller Signature: _____

Printed Name (Antonio B. Turner)

Date: _____