

# WWW.WHVLESOUND.COM

# TRACKOUT LICENSE AGREEMENT

Between the Whyle Sound Production (the "Licensor") and Licensee's Name (the "Licensee").

Please sign and keep for your own records.

#### THE LICENSOR'S WARRANTY

The Beat is a copyrighted composition and master recording created by the Licensor, who warrants that it contains only sounds created by the Licensor or properly licensed to the Licensor, and contains no samples that require third-party copyright clearance or licensing.

## **BEAT RIGHTS GRANTED TO THE LICENSEE**

The Licensor grants to the Licensee limited, non-transferable, non-exclusive rights to use the Beat in the production of one new musical composition and master recording ("New Song"). The Licensor grants to Licensee to use the Beat partly or substantially in its original form in the recording, manufacture, and distribution of phonograph records, cassette tapes, compact disks, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the Recordings) worldwide for the pressing or digital distribution of 25,000 copies and 500,000 monetized streams of such Recordings or any combination of such Recordings without further royalties, conditioned upon the payment to the Licensor a sum outlined below (see bottom of Agreement).

Additionally, **the Beat** may be used for any number of mixtapes, albums, radio broadcasts, commercial soundtracks including movies, television, videogames and websites totaling **up to \$5,000 (USD) in earnings**. Also can be used for **paid performances**, **live shows and concerts**.

## BEAT RIGHTS RETAINED BY THE LICENSOR

The Licensor retains full copyright ownership of the Beat. The Licensor remains one and only author of the Beat. The Licensee shall credit the Licensor in media releases of the New Song as: "Prod. by Whyle Sound". The Licensee may not loan, rent, share, upload, or resell the Beat. The Licensee may not re-assign rights to the Beat, in whole or in part, to any party.



Following the execution of this Agreement, **the Licensee** agree, that **the Licensor** can continue to transfer or license any rights to **the Beat** to any other parties for any purpose. Previous licensees of **the Beat** will retain their license rights in full as per Licensor's agreement with them.

#### **INDEMNITY**

The Licensee agrees to fully indemnify and hold harmless the Licensor (and Licensor's officers, agents, and employees) of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Licensee's breach or alleged breach of any term, representation, or warranty of this agreement, including but not limited to the Licensee's use or alleged use of unlicensed or improperly licensed material in the creation of the New Song and the master sound recording.

# **DELIVERY OF THE BEAT**

The Licensor shall deliver the Beat by the downloading link, that contains an untagged master MP3 file + an untagged master WAV file + tracked out WAV files right after full purchasing process.

#### **ACCEPTANCE OF THIS AGREEMENT**

The Term of this Agreement shall be **10 years** and this license shall expire on the **10-year** anniversary of the Effective Date.

By affixing their signatures below, the parties agree to be mutually bound by the terms of this Agreement.

Amount (USD): 70\$	
Name of the Beat:	
Licensee's Printed Name:	
Licensee's AKA(s):	
Licensee's signature:	
By:	
Licensee's Name	
Licensor's signature:	
Whyle Sound Production	
By:	
Gimadiev Roman; Its: Producer	

Date: date of purchase

Contact: contact@whvlesound.com

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