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Exclusive Rights Agreement

Sample

THIS AGREEMENT, made and entered into on the %MFS_ORDER_DATE% serves as a legally binding contract between 2THEMILLBEATS ("Licensor") and %MFS_CLIENT_NAME% ("Licensee"). This agreement grants the Licensee exclusive rights to the instrumental named "%MFS_BEAT_NAME%" ("Instrumental").

Exclusive rights allow the Licensee to use the Instrumental for unlimited commercial recordings or broadcasts. The Licensor has full rights to record, alter, mix the Instrumental in any shape, way, or form (except reselling the Instrumental). The Licensee must give full credit to the Licensor as on all commercial recordings. Upon purchasing exclusive rights, the Licensor still owns copyright to the Instrumental but is no longer able to resell the Instrumental.

1. The Licensor expressly forbids resale or other distribution of the Instrumental, either as they exist or any modification thereof. The Licensor cannot sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer rights under to another user (example - Record Label, another production company, another producer), or for use in any competitive product without written consent and or another license agreement.

2. If the Instrumental includes samples, the Licensee understands that the sequence and music arrangement is considered original work. Samples may not cleared before composition, and Licensee is required seek clearance for the samples. The Licensee is responsible for clearing all samples used (if any) and that the Licensor cannot and will not be held liable for the misuse of any sampled material that the Licensee uses in conjunction with the composition/arrangement that is being licensed in this agreement.

3. Licensee must supply the Licensor with at least 1 copy of each final recording made using the Instrumental.

4. Licensee must include credits to Licensor on all physical media containing a portion or sum of the Instrumental that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, Cards, Mixtapes, Websites, etc.

5. Licensee must contact and inform Licensor of CD sales if the Instrumental is used for commercial purposes with a record label with gross revenue of over \$1,000,000 the Licensor must receive credit for the Instrumental, unless agreed upon otherwise by the two parties.

6. Written consent is require if the Instrumental is to be used for Radio Broadcast, Commercial Advertisement, Television Broadcast, Video Games, Internet, On-hold & In House Background Music, or film Soundtracks.

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