

BEAT LICENSE AGREEMENT

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This Beat License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PRODUCER LEGAL NAME / STAGE NAME], an individual residing at (or an entity with its principal place of business at) [PRODUCER ADDRESS] ("**Producer**"); and

[ARTIST LEGAL NAME / STAGE NAME], an individual residing at (or an entity with its principal place of business at) [ARTIST ADDRESS] ("**Artist**").

Producer and Artist are each a "**Party**" and together the "**Parties**."

Recitals. Producer has created an original instrumental composition and sound recording (the "**Beat**") and wishes to license it to Artist for use in Artist's new musical work, and Artist wishes to license the Beat, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Beat

1.1 Identification. "**Beat**" means the instrumental track titled "[BEAT TITLE]", beat identifier [ID / CATALOG NUMBER], approximately [LENGTH] in duration at [BPM] BPM in the key of [KEY], including the underlying musical composition and the master sound recording, as delivered under Section 1.2.

1.2 Delivery. Producer will deliver the Beat to Artist by [DOWNLOAD LINK / EMAIL / FILE TRANSFER] no later than [DELIVERY DATE] in the following format(s): [FORMAT(S), e.g. tagless MP3, WAV, and/or track-out stems].

1.3 **Producer tag. ** **[IF APPLICABLE:** The non-tagged version of the Beat will be delivered upon payment. Tagged previews may not be used in any commercial release. **OTHERWISE: The Beat is delivered without a producer tag.]* **

2. License Type and Grant

2.1 License tier. The Parties have selected the following license tier (check one): ☐ **Non-Exclusive (MP3)** ☐ **Non-Exclusive (WAV)** ☐ **Non-Exclusive (Stems)** ☐ **Exclusive** (the "**License**"). The scope, limits, and fee depend on the tier selected and the terms below.

2.2 Grant. Subject to payment of the License Fee, Producer grants Artist the right to record vocals or additional instrumentation over the Beat and to reproduce, distribute, publicly perform, and make available the resulting recording (the "**New Song**"), within the limits in Section 3.

2.3 Non-exclusive tiers. For any non-exclusive tier, Producer retains ownership of the Beat and may continue to sell, license, and exploit the Beat, including to other artists. The non-exclusive License is non-transferable except as part of the New Song.

2.4 ****Exclusive tier.**** ****[IF EXCLUSIVE:**** Upon payment, Producer will cease offering the Beat for sale or license to others and will not grant new licenses to the Beat, though previously granted non-exclusive licenses remain valid. Producer nonetheless retains authorship credit and the ownership and publishing share set out in Section 5. ****]****

2.5 **Reservation.** All rights not expressly granted are reserved to Producer.

3. Usage Limits

3.1 **Distribution cap.** For non-exclusive tiers, Artist's use is capped at: **[NUMBER]** total copies/downloads/sales; **[NUMBER]** audio streams; and **[NUMBER]** monetized music video. The exclusive tier removes these unit caps, subject to Section 5.

3.2 **Broadcast and performance.** The License **[DOES / DOES NOT]** include radio broadcast and **[DOES / DOES NOT]** include for-profit live performance of the New Song. Synchronization into film, TV, advertising, or video games requires a separate sync license under **[Sync License Agreement]**.

3.3 **Territory and term.** The License is valid in **[TERRITORY, e.g. worldwide]** for **[IN PERPETUITY / a term of [DURATION], renewable on the same terms]**.

3.4 **Prohibited uses.** Artist will not: (a) resell, license, or distribute the Beat as a stand-alone instrumental; (b) register the Beat (as opposed to the New Song) with a performing-rights organization or content-ID system as Artist's sole work; or (c) make a false claim of authorship of the underlying composition.

4. License Fee and Payment

4.1 **Fee.** Artist will pay Producer a license fee of **[AMOUNT]** in **[CURRENCY]** for the selected tier (the "**License Fee**"), exclusive of taxes.

4.2 **Payment.** The License Fee is due **[IN FULL ON SIGNING / WITHIN [NUMBER] DAYS]**. The License does not take effect until the License Fee is paid in full, and terminates automatically on a reversed or charged-back payment.

4.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

5. Royalties, Publishing, and Credit

5.1 ****Mechanical/master royalties.**** ****[IF APPLICABLE:**** Producer is entitled to ****[PERCENTAGE]%**** of net royalties from sales and streams of the New Song. ****OTHERWISE:** The License Fee is a one-time buyout and no ongoing royalties are owed. ****]****

5.2 **Publishing split.** The underlying composition embodied in the New Song is owned **[PRODUCER %]** by Producer and **[ARTIST %]** by Artist. Each Party may register and collect its share through its performing-rights organization.

5.3 **Producer credit.** Artist will credit Producer as "**Produced by [PRODUCER NAME]**" (or "**Prod. by [PRODUCER NAME]**") in all metadata, liner notes, and descriptions where reasonably practicable.

6. Ownership and Representations

6.1 **Ownership of Beat.** Producer retains ownership of the Beat and all underlying copyrights, subject only to the rights expressly licensed here.

6.2 Producer warranties. Producer represents and warrants that: (a) the Beat is its original work or fully cleared, and contains no uncleared samples except as disclosed in **[EXHIBIT A]**; (b) it has the right to grant the License; and (c) the Beat does not, to its knowledge, infringe any third party's rights.

6.3 Sample disclosure. If the Beat contains any third-party sample, Producer has disclosed it in **[EXHIBIT A]**, and clearance of that sample is the responsibility of **[PRODUCER / ARTIST]**.

6.4 Artist warranties. Artist represents that its vocals and contributions are original or cleared and that its use of the New Song complies with this Agreement and applicable law.

7. Indemnification and Liability

7.1 Mutual indemnity. Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's breach of its warranties in Section 6.

7.2 Limitation. Except for indemnity obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's aggregate liability will not exceed **[the License Fee paid / [AMOUNT]]**.

8. Term, Termination, and Survival

8.1 Termination for breach. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 15]** days. On termination for Artist's breach, the License ends and Artist will cease distributing the New Song.

8.2 Survival. Sections 4 (accrued amounts), 5, 6, 7, and 9 survive termination.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Assignment. Artist may not assign this Agreement except as part of the New Song to a successor, on written notice. Producer may assign its right to receive payment.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement, with its exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PRODUCER

ARTIST

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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