

# EXCLUSIVE AGREEMENT

## **EXCLUSIVE BEAT LICENSE AGREEMENT („BEAT NAME“)**

The ShyneBeats.com Exclusive Producer (hereinafter referred to as the "Seller") in accordance with the terms stated in this agreement gives **BUYER NAME** (hereinafter referred to as the "Buyer") the rights to exclusive beats purchased from ShyneBeats.com.

## **RIGHTS GRANTED TO THE BUYER**

Buyer does have the worldwide, exclusive, transferable right for the use of the Music as long as additional audio/visual performances are recorded with our musical compositions (hereinafter referred to as "synchronization") The Buyer is granted permission to sell or broadcast only in synchronization or mechanical reproduction with other visual or audio performances (vocals) added by Buyer. Rights include distribution of phono-record demos created using the ShyneBeats.com Exclusive Producer compositions. Buyer has distribution, performance and radio rights as long as they adhere to the following restrictions. Buyer understands that the rights that are being granted to the Buyer in this Agreement are exclusive and that the Seller will have the no authority and no right to issue other parties the right to use the Original Instrumental Composition that is being licensed in this agreement.

1) The License expressly FORBIDS resale or other distribution of the ShyneBeats.com Exclusive Producer's compositions, either as they exist or any modification thereof. You CANNOT sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer all OR any of the products sold or their rights under ShyneBeats.com 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) The Buyer understands that the Original Instrumental Composition that is being licensed in this agreement does not contain any unapproved samples. The Buyer also understands that they are responsible for clearing all samples that they choose to use and that the Seller cannot and will not be held liable for the misuse of any sampled material that the Buyer uses in conjunction with the Original Instrumental Composition that is being licensed in this agreement.

3) Buyer cannot resell, lease or license any compositions to another user without written permission from Seller. The Buyer understands that The Seller maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this agreement, and the Buyer has the right to sell or license the rights to the Original Instrumental Composition weather in whole or part to any other party with written permission from the Seller.

4) Buyer cannot use beat compositions as a background element in TV, Film and DVD projects without obtaining written consent and or another license agreement.

5) Buyer must supply the ShyneBeats.com Exclusive Producer with at least 1 copy of each final recording made using the ShyneBeats.com Exclusive Producer's Music.

6) Buyer must include on all productions the producer's name. Buyer agrees to display this statement on all physical media containing a portion or sum of the Original Instrumental Composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, Cards, etc.

#### Example Credits

Music produced by ShyneBeats.

Music © 2007 All Rights Reserved.

MP3 Files Must Include - Produced by ShyneBeats.

7) Buyer may sell completed work using music from ShyneBeats.com in any format.

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

9) Use of the ShyneBeats.com Exclusive Producer's compositions in isolation (without synchronization of vocal performance) is not permitted without obtaining a special Multimedia license directly from the ShyneBeats.com Exclusive Producer. If you are interested in using the ShyneBeats.com Exclusive Producer's compositions for Radio Broadcast, Commercial Advertisement, Television Broadcast, Video Games, Internet, On-hold & In House Background Music, or film Soundtracks you must contact the ShyneBeats.com Exclusive Producer directly in order to be granted such license.

#### **PERFORMANCE AGREEMENT**

1) Buyer has the right to perform with the ShyneBeats.com Exclusive Producer's music in public. If a the ShyneBeats.com Exclusive Producer's music composition purchased by Buyer is exploited regionally, nationally or worldwide via radio, television, motion picture or in any other form of entertainment, Buyer must contact Seller so that Seller can take proper steps in obtaining any performance royalties generated.

2) Buyer is the sole owner of the music referred to in this agreement. Buyer has no ownership of the ShyneBeats.com Exclusive Producer's copyrights.

3) Buyer must comply with every aspect of this agreement or this license will be terminated.

We are extremely fair and easy to work with as long as you adhere to our conditions.