



Terms & Conditions **EXCLUSIVE RIGHTS AGREEMENT (Official Contract)**

This License agreement is made on Day of ____ Month of _____, Year of _____ between **Recording Artist(s):** _____ (“Licensee”) and producer **Emmanuel Ivery (Mannee Beatz)** (“Licensor”). Licensor warrants that it controls the mechanical rights in and to the musical work named (Beat Name): _____ (“Composition”) being sold to Licensee as of and prior to the Effective Date. The Licensor asking price is \$2500.00 USD (US Dollars) for the mastering track including all trackouts to the composition. Prices are negotiable based on what the Licensor is willing to agree upon. The Licensee and Licensor shall agree to the following terms:

Master Use

The Licensor hereby grants to Licensee an exclusive License to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form (“Master Recording”). The Licensor guarantees that the Composition will not be sold on to any third parties.

Mechanical Rights

The Licensor hereby grants to Licensee an exclusive License to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, “Recordings”) worldwide for up to the pressing or selling a total of unlimited copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

Publishing and Royalties

The Licensee is entitled to keep 100% of all royalties that are generated from sales of the Master Recording on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify). The Licensor shall retain 50% of Publishing share & 50% of

Writing share for this Exclusive license.

The licensee is required to share both publishing and royalties for synchronization licenses (works that are placed on television shows, film, advertisements, video games, movie trailers, etc.).

Performance Rights

The Licensor hereby grants to Licensee an exclusive License to use the Master Recording in unlimited non-profit performances, shows, or concerts.

The Licensee is also permitted to use the Master Recording in unlimited for-profit performances.

Music Videos

The Licensor hereby grants to Licensee an exclusive License to use the Master Recording in unlimited music videos.

Synchronization Rights

The Licensor hereby grants to Licensee an exclusive License to copy, perform, edit and/or loop portions of, record on film, video, digital animations, and video games (collectively, "Projects") and use the Master Recording in synchronization or timed relation with the productions in unlimited Projects.

Broadcast Rights

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording on unlimited radio stations or through unlimited station channels, respectively.

Credit

Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats by acknowledging the relevant author in writing where possible and vocally otherwise. Where a project is commercially released and registered with a performance rights organisation, Licensor shall be acknowledged as a Writer.

Sampling

The Licensee agrees that the Composition is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of Licensee.

Compensation

Payment for this License is non-refundable. If the Licensee fails to account to the Licensor, timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable as

infringements under applicable law.

Payment Options:

The Licensee can make transaction by the following options:

Website: www.manneebeatz.com

Paypal: [paypal.me/manneebeatz](https://www.paypal.me/manneebeatz)

Cashapp: \$manneebeatz

Term

Executed by the Licensor and the Licensee, this License agreement is to be effective as for all purposes as of the Effective Date and shall not expire.

Indemnification

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

Miscellaneous

This License is non-transferable and is limited to the Composition specified, constitutes the entire agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

Governing Law

This License is governed by and shall be construed under the laws of United States, without regard to the conflicts of laws and principles thereof.

Recording Artist Sign Here: _____

Manager Sign Here: _____

Producer Sign Here: _____

Contact: 346 - 291 - 5719

Email: manneebeatz@gmail.com