

# OUTTALINE RECORDS BEATS BY AYO SANTIAGO

## EXCLUSIVE BEAT LICENSE AGREEMENT

The Producer "PHIL SANTIAGO" (hereinafter referred to as the "Seller") in accordance with the terms stated in this agreement gives Artist \_\_\_\_\_ (hereinafter referred to as the "Buyer") the rights to exclusive beats:

\_\_\_\_\_ -Name of beat/beats here  
purchased from the seller. Buyer agrees to pay \_\_\_\_\_ per track. Total payment \_\_\_\_\_.

### RIGHTS GRANTED TO THE BUYER

Buyer does have the worldwide, exclusive, (NOT transferable rightS) 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 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 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 the Producer 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. The Buyer understands that The Seller maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this agreement. Buyer also agrees to pay 10% of ALL sales/ royalties generated. Within one years time frame upon sale/stream. Buyer will arrange payment method.
- 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 Producer with at least 1 copy of each final recording made using the 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.
- 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. Buyer must also contact and inform Seller if 150,000 units are sold so Seller can start receiving royalties.
- 9) Use of the Producer's compositions in isolation (without synchronization of vocal performance) is not permitted.

**IF THE BUYER DOES NOT FOLLOW THROUGH WITH THIS AGREEMENT AND ALL OF ITS DETAILS, THIS CONTRACT WILL VOID, YOUR TRANSACTION WILL BE NON REFUNDABLE AND BEAT/BEATS WILL BE RESOLD WITH RIGHTS PROVIDED TO NEW BUYER.**

### PERFORMANCE AGREEMENT

- 1) Buyer has the right to perform with the Producer's music in public. If the 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 Producer's copyrights.
- 3) Buyer must comply with every aspect of this agreement or this license will be terminated.

*Phil Santiago*  
\_\_\_\_\_  
Producer's Signature

(Phil Santiago)

\_\_\_\_\_  
Buyer's Signature

( ) -Print name here